Appendix 7A-1: Selected Water Parameters for the Everglades Protection Area during the Drought

Susan Gray, Terrie Bates, Tim Bechtel and Nenad Iricanin

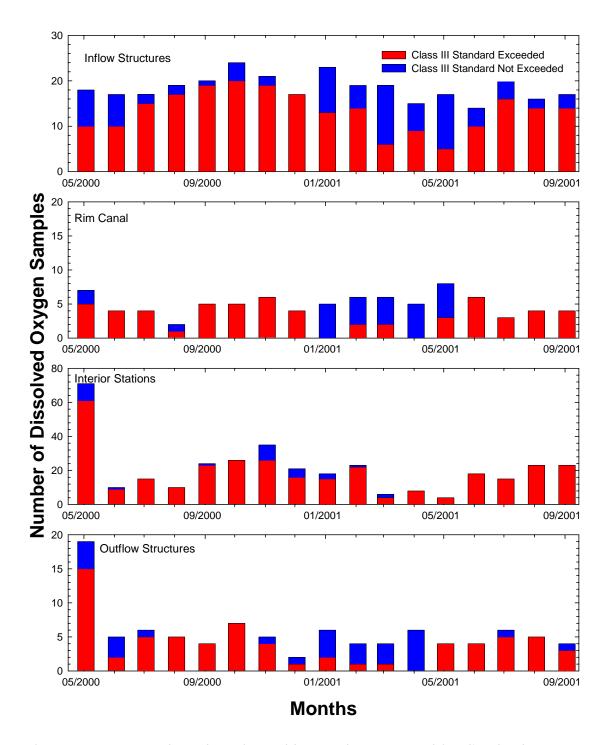


Figure 7A-1-1. Total number of monthly samples measured for dissolved oxygen within the Loxahatchee National Wildlife Refuge during the drought period from May 2000 through September 2001

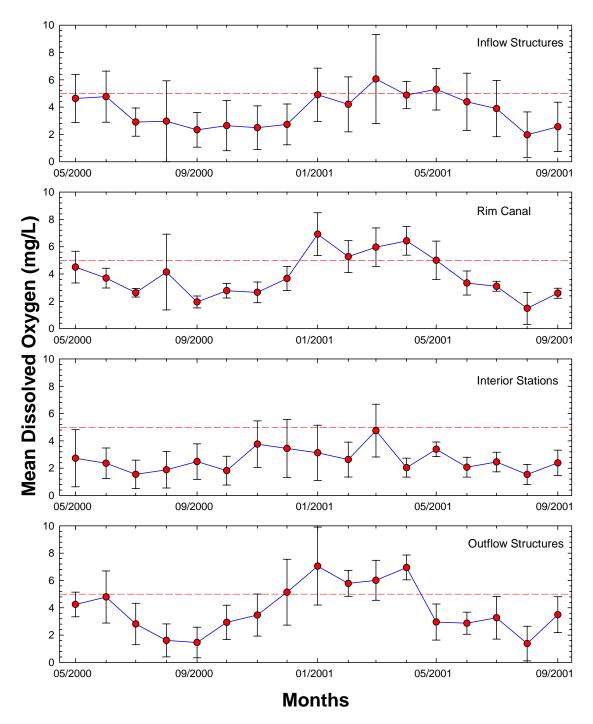


Figure 7A-1-2. Mean monthly dissolved oxygen concentrations in the Loxahatchee National Wildlife Refuge during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars. Dashed lines depict the class III standard of 5.0 mg/L

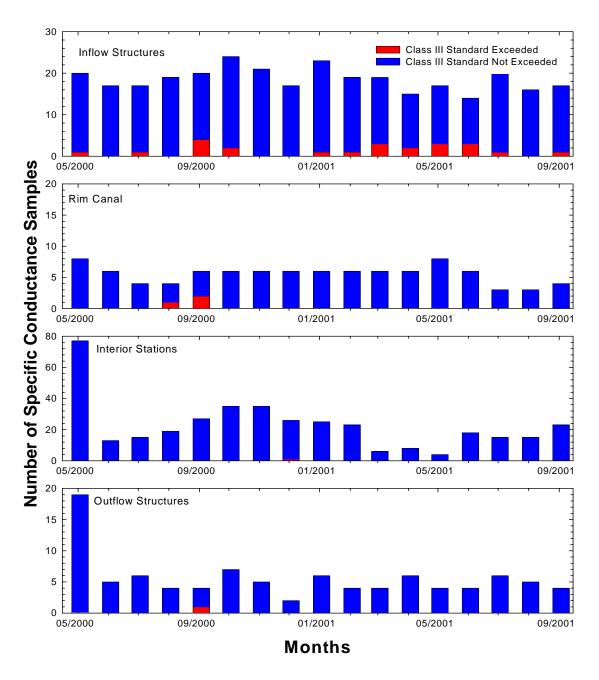


Figure 7A-1-3. Total number of monthly samples measured for specific conductance within the Loxahatchee National Wildlife Refuge during the drought period from May 2000 through September 2001

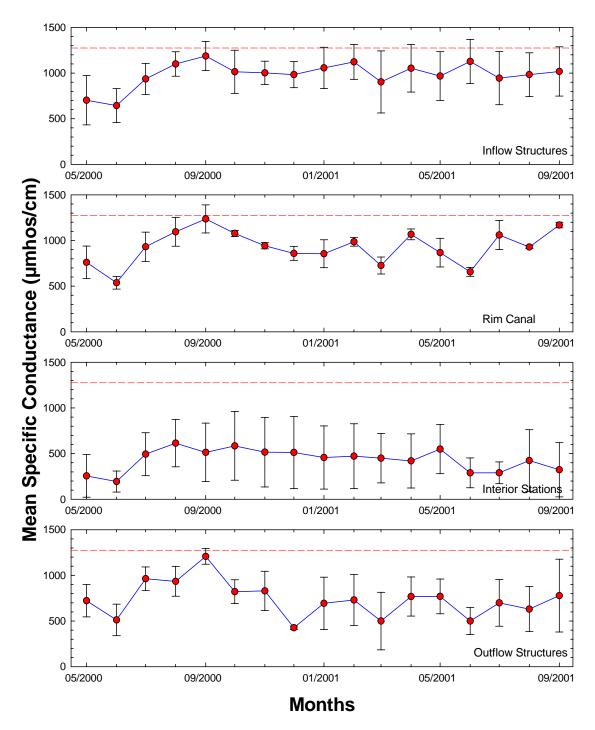


Figure 7A-1-4. Mean monthly specific conductance in the Loxahatchee National Wildlife Refuge during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars. Dashed lines depict class III standard of 1,275 mhos/cm

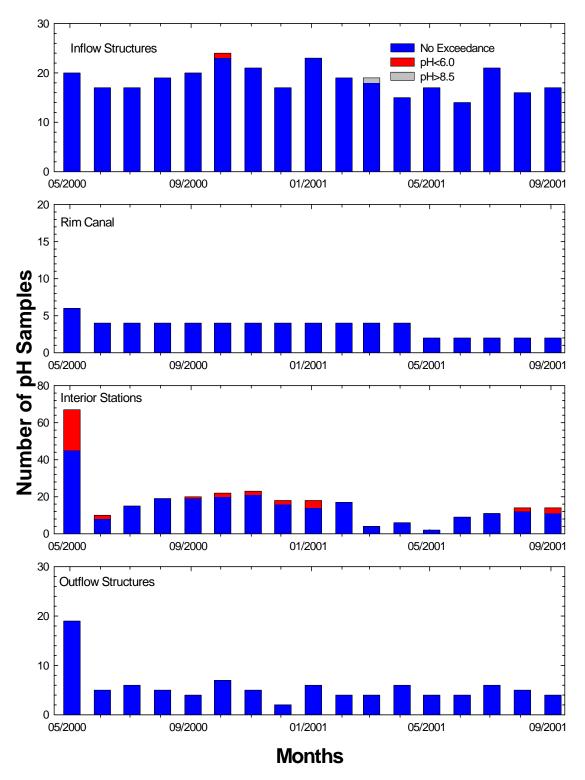


Figure 7A-1-5. Total number of monthly samples measured for pH within the Loxahatchee National Wildlife Refuge during the drought period from May 2000 through September 2001

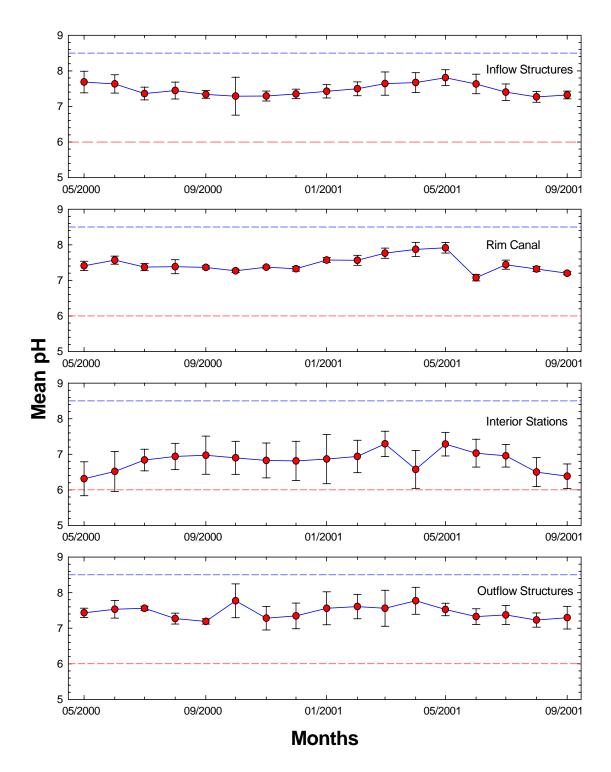


Figure 7A-1-6. Mean monthly pH levels in the Loxahatchee National Wildlife Refuge during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars. Dashed lines depict the lower and upper class III standards of 6.0 and 8.5 pH units, respectively

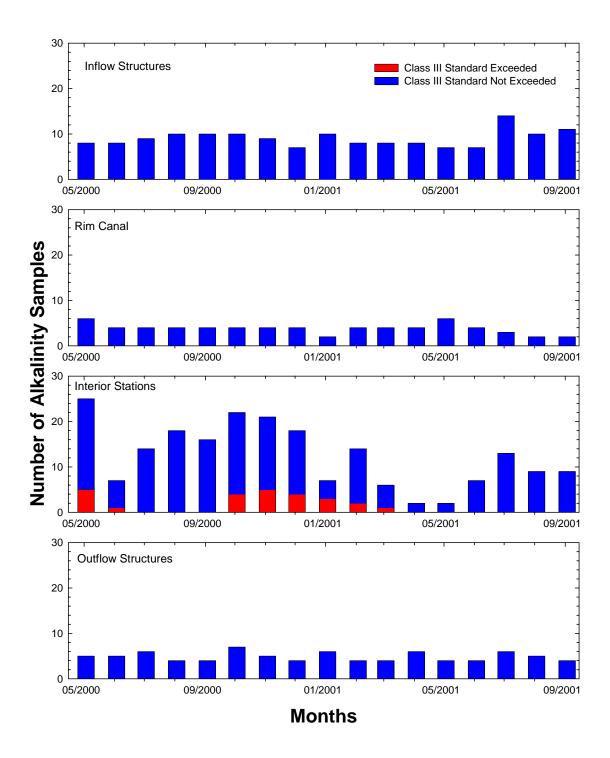


Figure 7A-1-7. Total number of monthly samples measured for alkalinity within the Loxahatchee National Wildlife Refuge during the drought period from May 2000 through September 2001

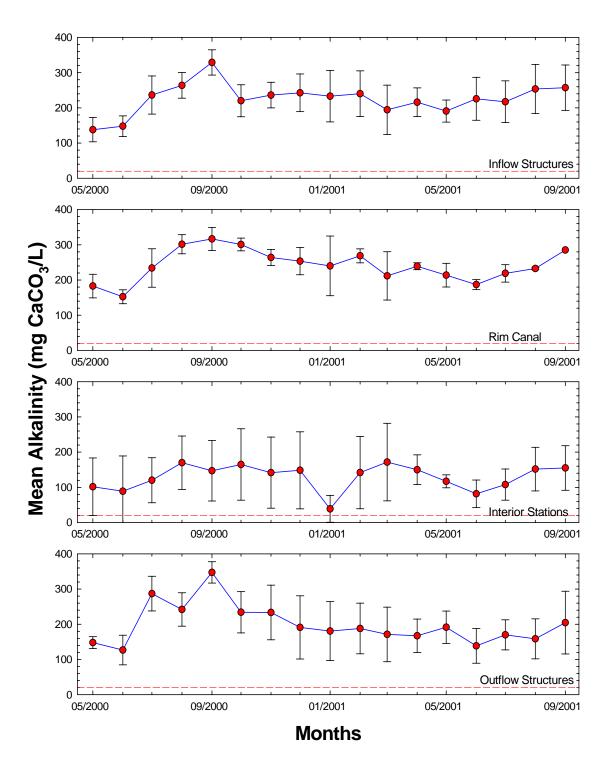


Figure 7A-1-8. Mean monthly alkalinity concentrations in the Loxahatchee National Wildlife Refuge during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars. Dashed lines depict the class III standard of 20 mg/L

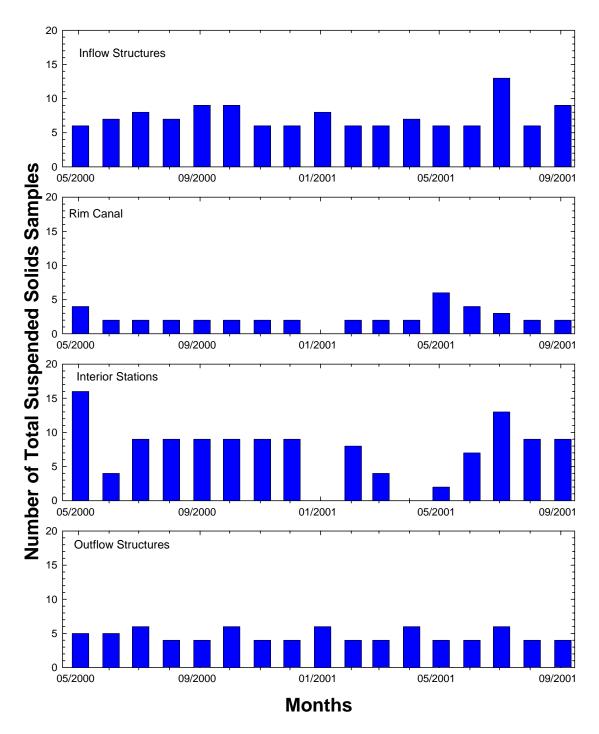


Figure 7A-1-9. Total number of monthly samples measured for total suspended solids within the Loxahatchee National Wildlife Refuge during the drought period from May 2000 through September 2001

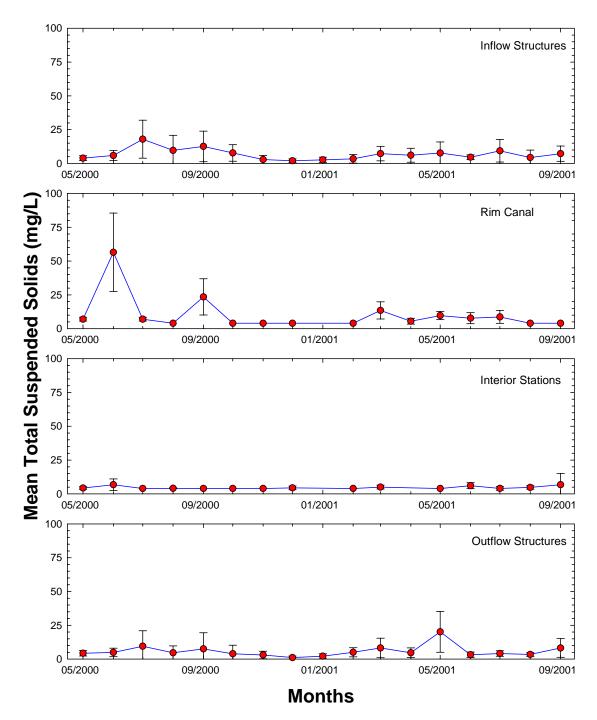


Figure 7A-1-10. Mean monthly total suspended solids concentrations in the Loxahatchee National Wildlife Refuge during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars

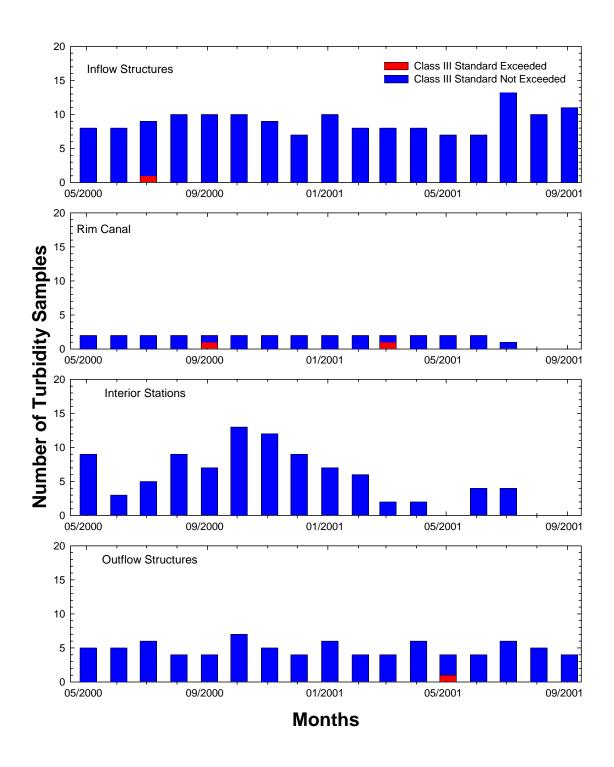


Figure 7A-1-11. Total number of monthly samples measured for turbidity within the Loxahatchee National Wildlife Refuge during the drought period from May 2000 through September 2001

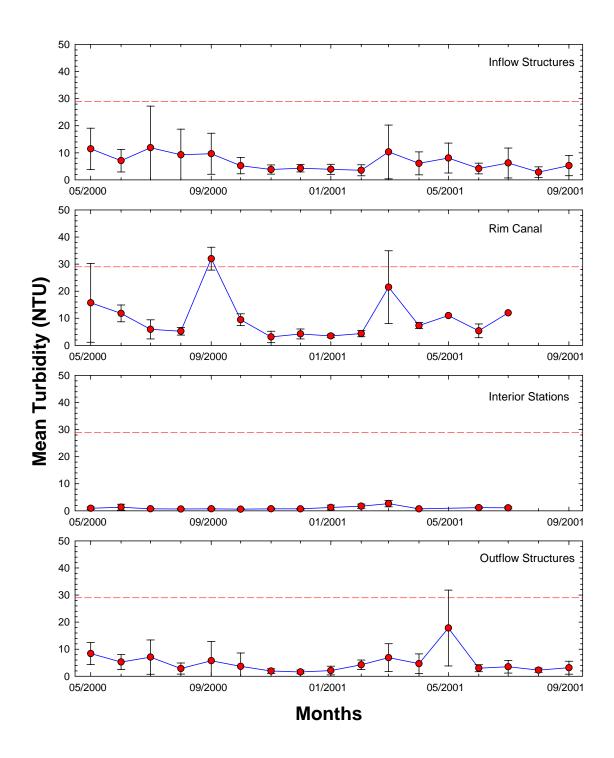


Figure 7A-1-12. Mean monthly turbidity concentrations in the Loxahatchee National Wildlife Refuge during the drought period from May 2000 to September 2001. Standard deviations about the mean are depicted by error bars. Dashed lines depict the class III standard of 29 NTU

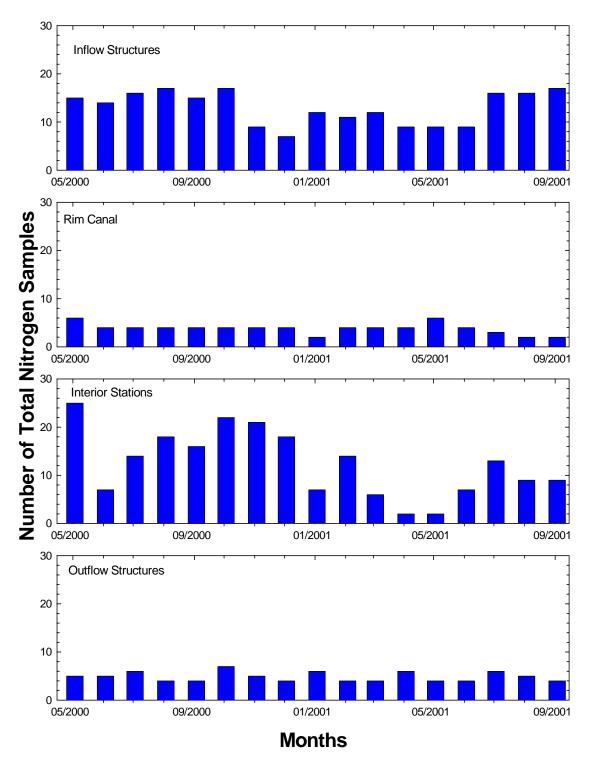


Figure 7A-1-13. Total number of monthly samples measured for total nitrogen within the Loxahatchee National Wildlife Refuge during the drought period from May 2000 through September 2001

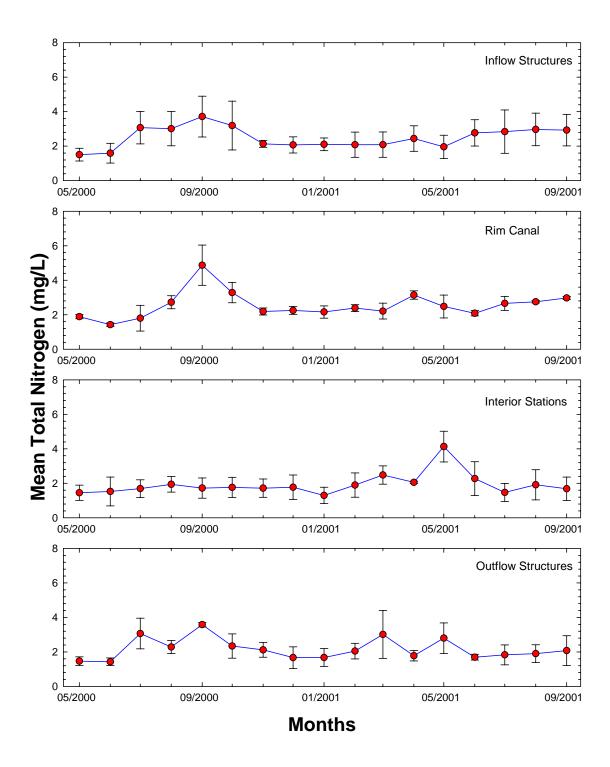


Figure 7A-1-14. Mean monthly total nitrogen concentrations in the Loxahatchee National Wildlife Refuge during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars

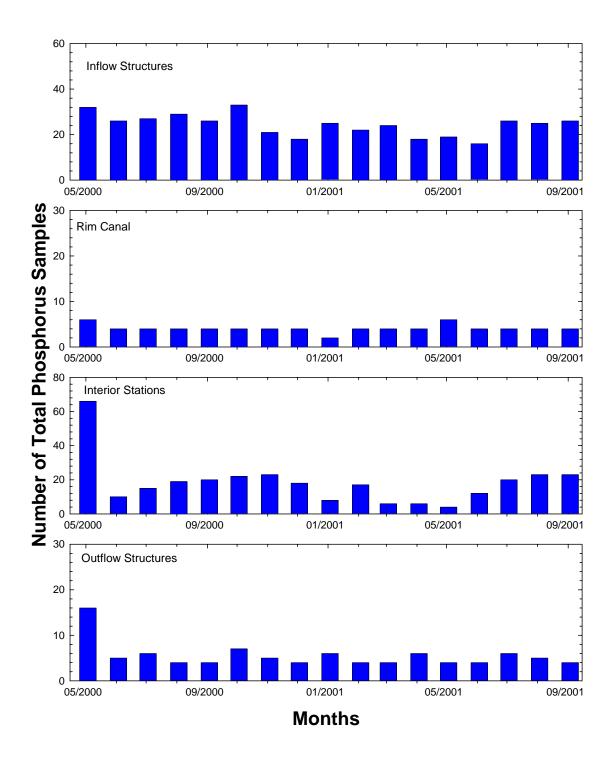


Figure 7A-1-15. Total number of monthly samples measured for total nitrogen within the Loxahatchee National Wildlife Refuge during the drought period from May 2000 through September 2001

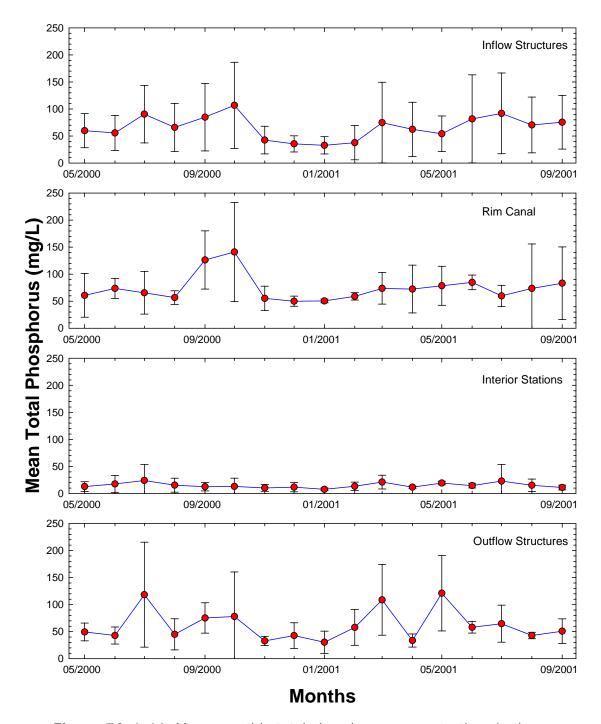


Figure 7A-1-16. Mean monthly total phosphorus concentrations in the Loxahatchee National Wildlife Refuge during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars

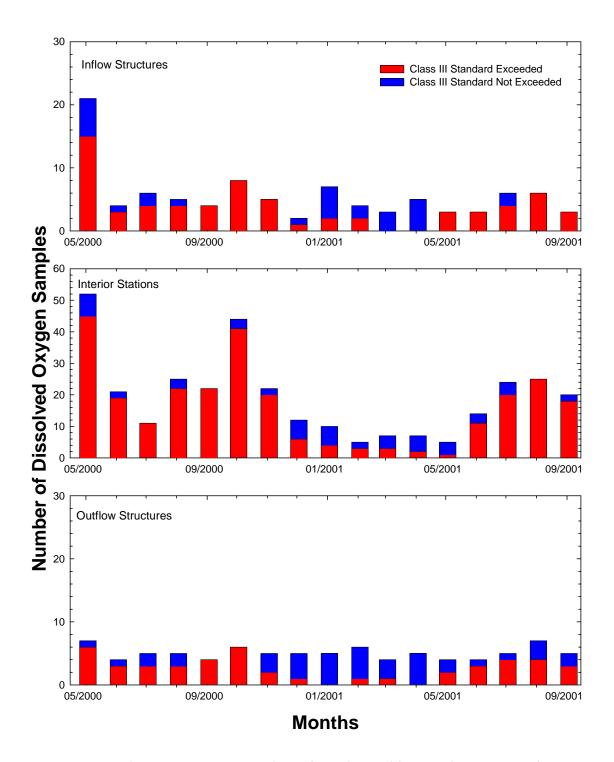


Figure 7A-1-17. Total number of monthly samples measured for dissolved oxygen within Water Conservation Area 2 during the drought period from May 2000 through September 2001

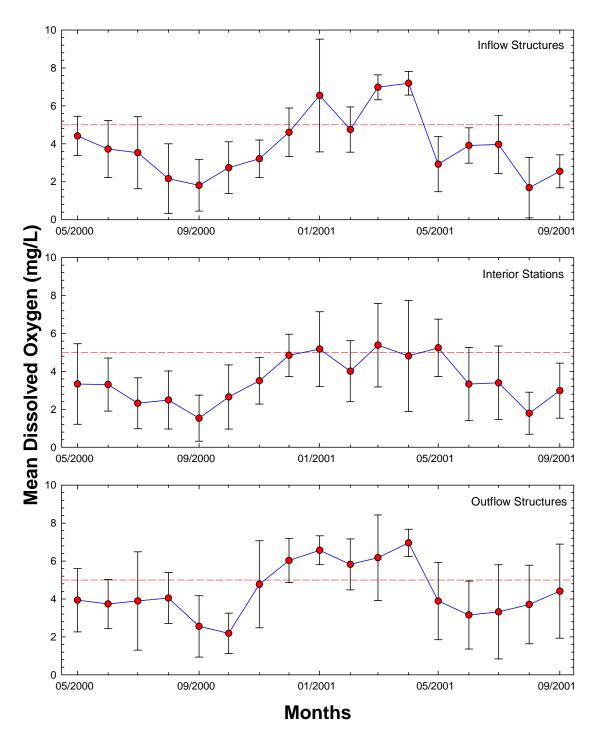


Figure 7A-1-18. Mean monthly dissolved oxygen concentrations in within Water Conservation Area 2 during the drought period from May 2000 to September 2001. Standard deviations about the mean are depicted by error bars. Dashed lines depict the class III standard of 5.0 mg/L

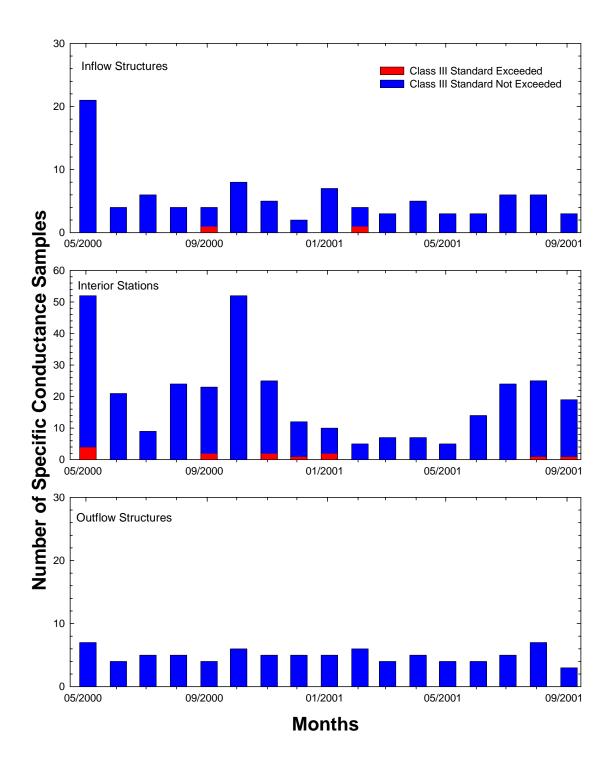


Figure 7A-1-19. Total number of monthly samples measured for specific conductance within Water Conservation Area 2 during the drought period from May 2000 through September 2001

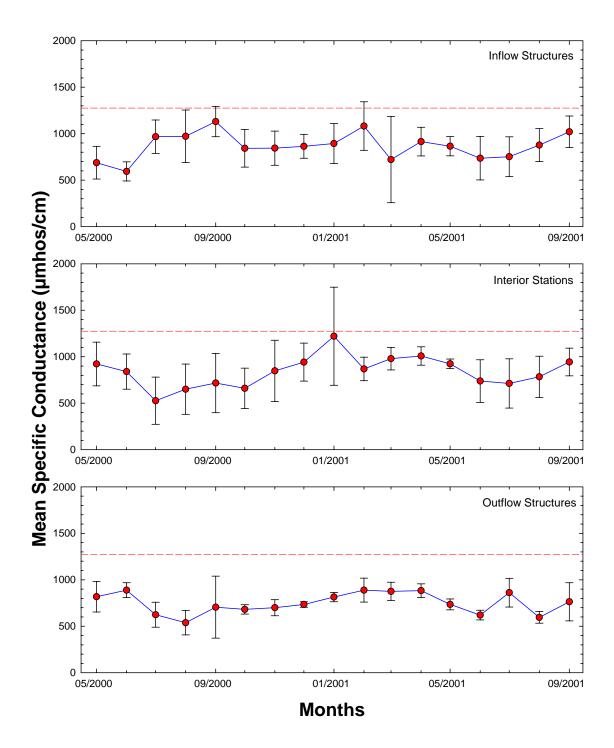


Figure 7A-1-20. Mean monthly specific conductance levels within Water Conservation Area 2 during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars. Dashed lines depict class III standard of 1,275 mhos/cm

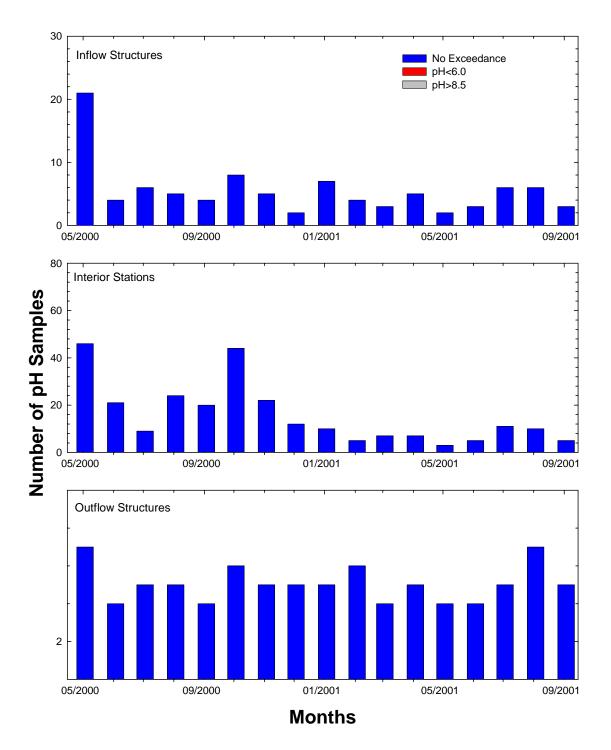


Figure 7A-1-21. Total number of monthly samples measured for pH within Water Conservation Area 2 during the drought period from May 2000 through September 2001

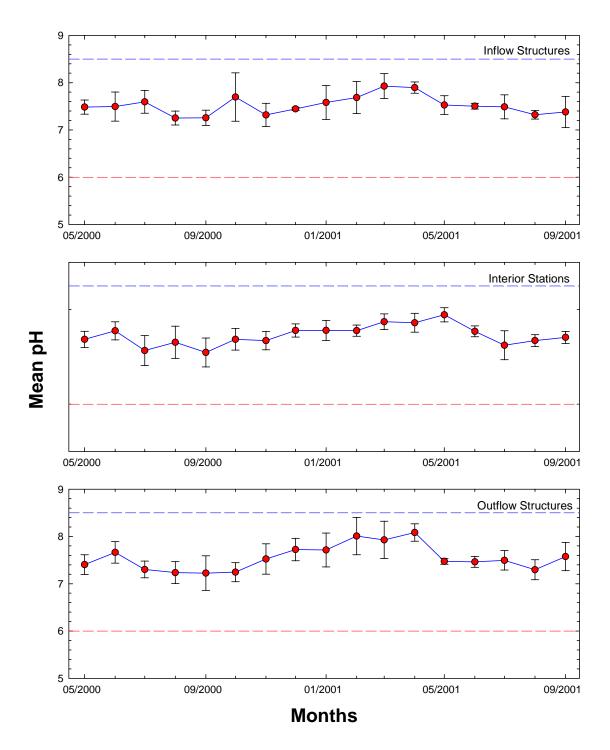


Figure 7A-1-22. Mean monthly pH levels in within Water Conservation Area 2 during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars. Dashed lines depict the lower and upper class III standards of 6.0 and 8.5 pH units, respectively

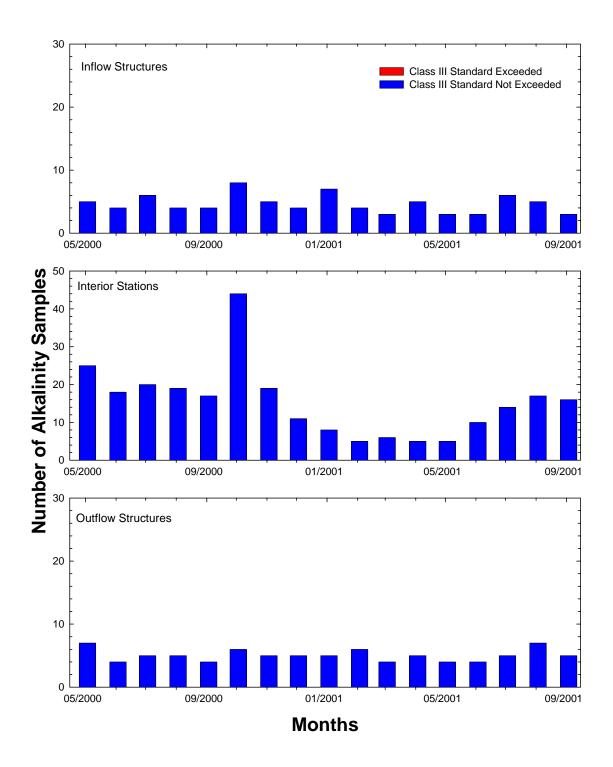


Figure 7A-1-23. Total number of monthly samples measured for alkalinity within Water Conservation Area 2 during the drought period from May 2000 through September 2001

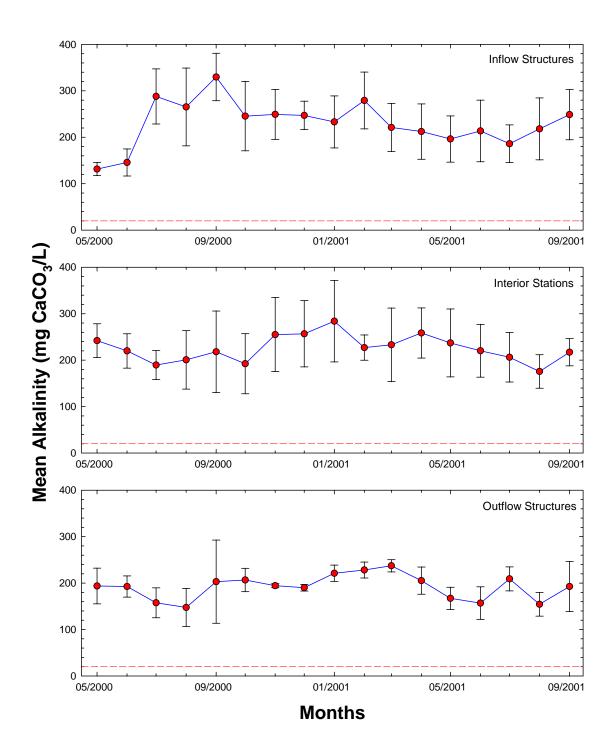


Figure 7A-1-24. Mean monthly alkalinity concentrations within Water Conservation Area 2 during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars. Dashed lines depict the class III standard of 20 mg/L

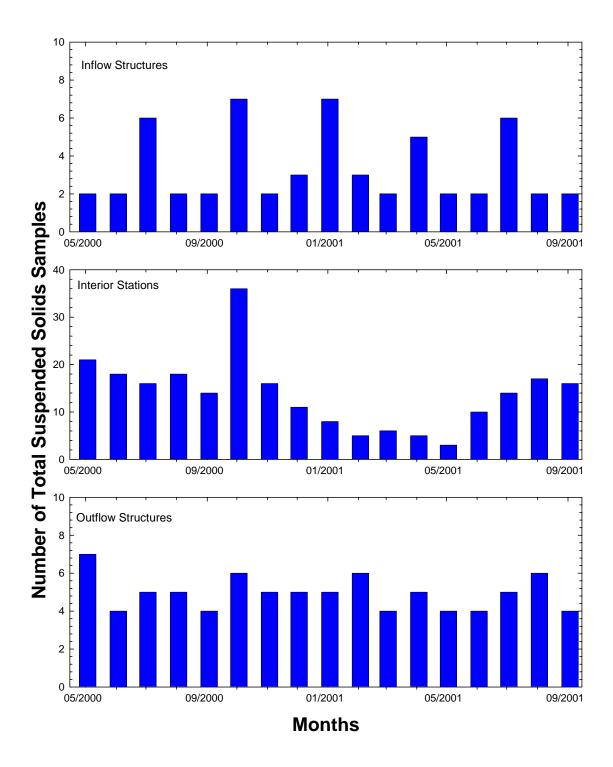


Figure 7A-1-25. Total number of monthly samples measured for total suspended solids within Water Conservation Area 2 during the drought period from May 2000 through September 2001

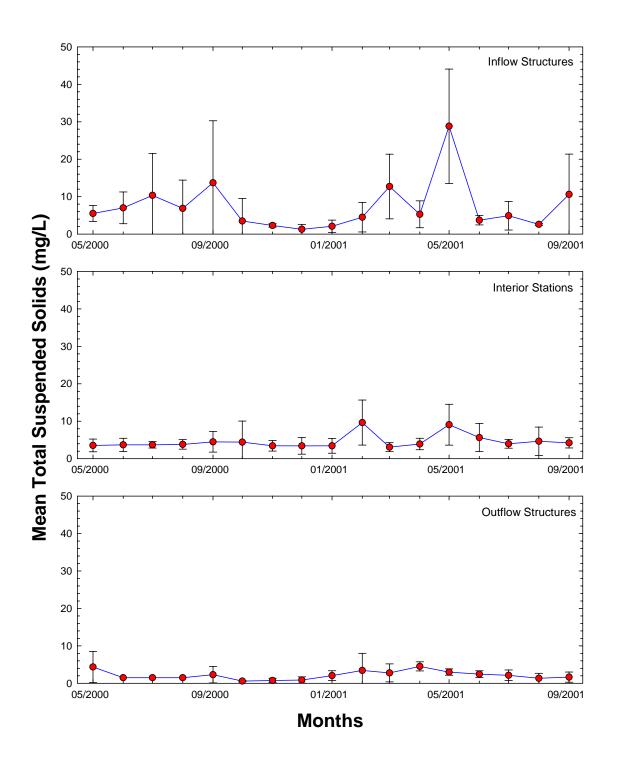


Figure 7A-1-26. Mean monthly total suspended solids concentrations in within Water Conservation Area 2 during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars

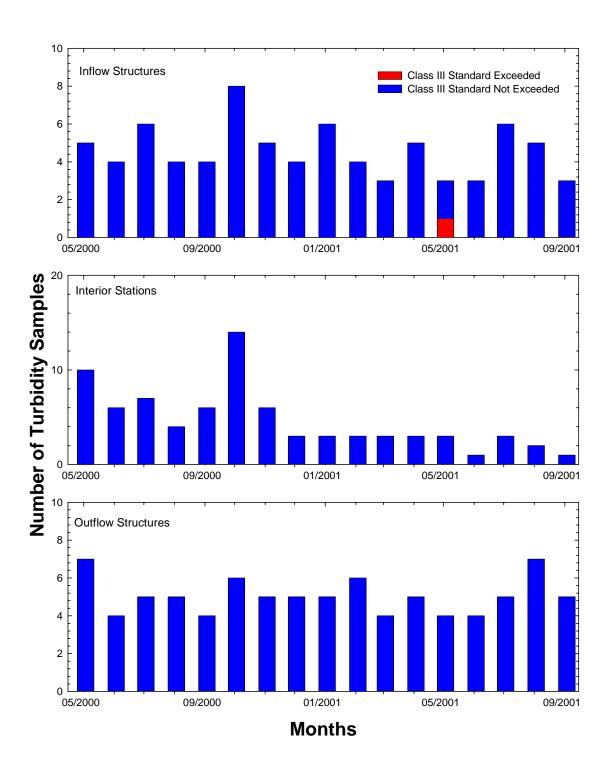


Figure 7A-1-27. Total number of monthly samples measured for turbidity within Water Conservation Area 2 during the drought period from May 2000 through September 2001

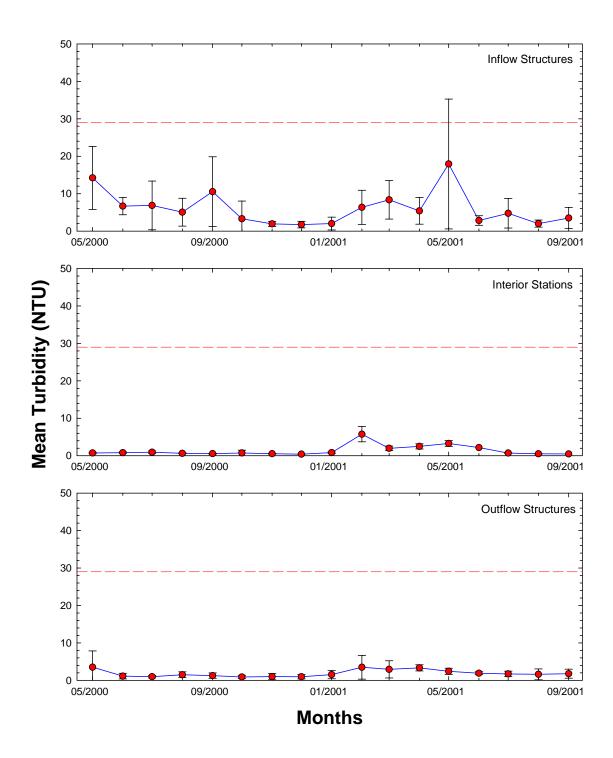


Figure 7A-1-28. Mean monthly turbidity levels in within Water Conservation Area 2 during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars. Dashed lines depict the class III standard of 29 NTU

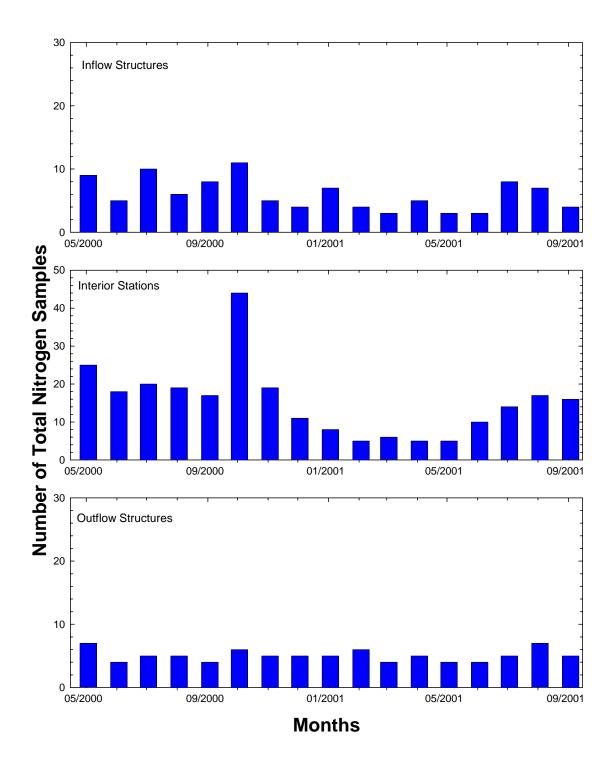


Figure 7A-1-29. Total number of monthly samples measured for total nitrogen within Water Conservation Area 2 during the drought period from May 2000 through September 2001

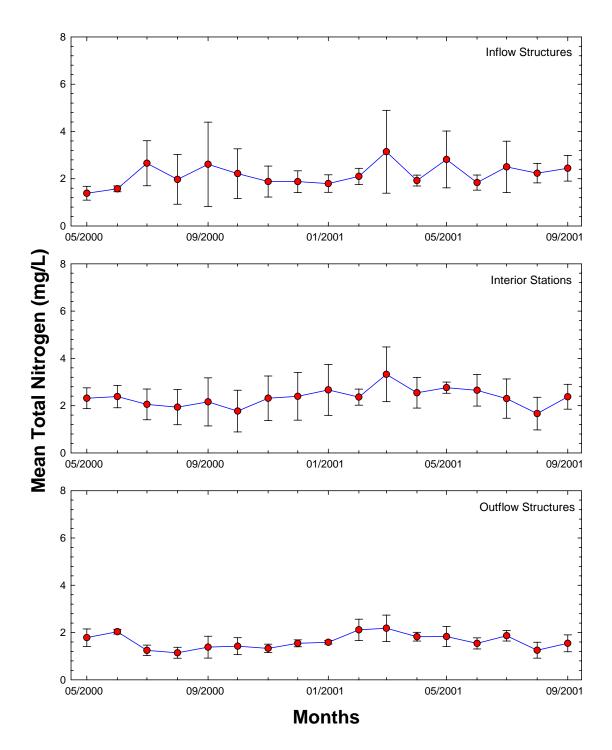


Figure 7A-1-30. Mean monthly total nitrogen concentrations within Water Conservation Area 2 during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars

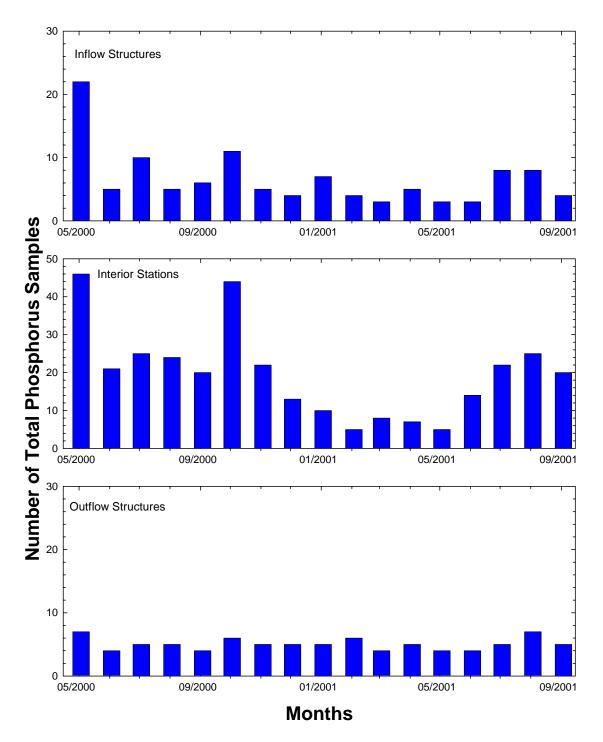


Figure 7A-1-31. Total number of monthly samples measured for total phosphorus within Water Conservation Area 2 during the drought period from May 2000 through September 2001

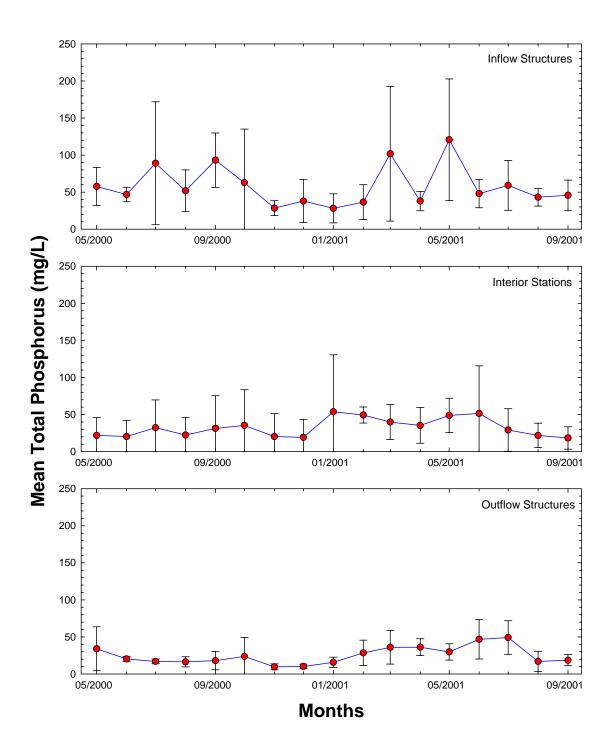


Figure 7A-1-32. Mean monthly total phosphorus concentrations in within Water Conservation Area 2 during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars

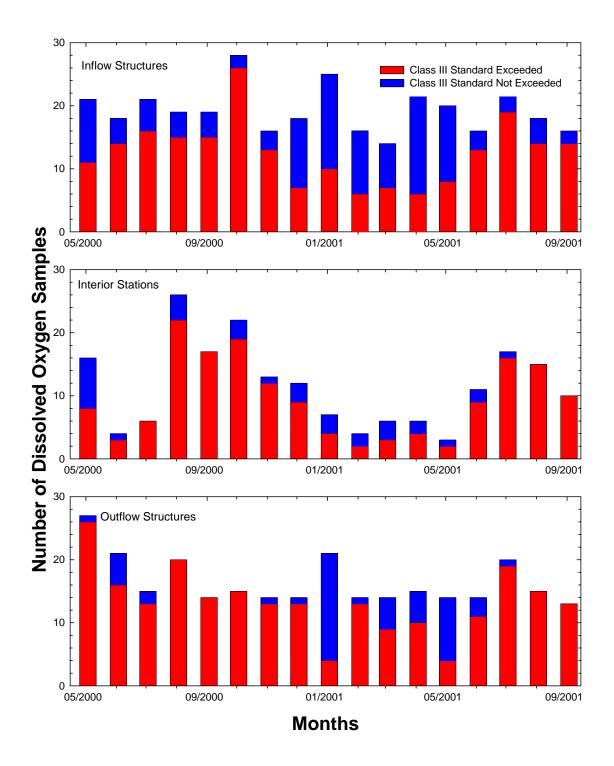


Figure 7A-1-33. Total number of monthly samples measured for dissolved oxygen within Water Conservation Area 3 during the drought period from May 2000 through September 2001

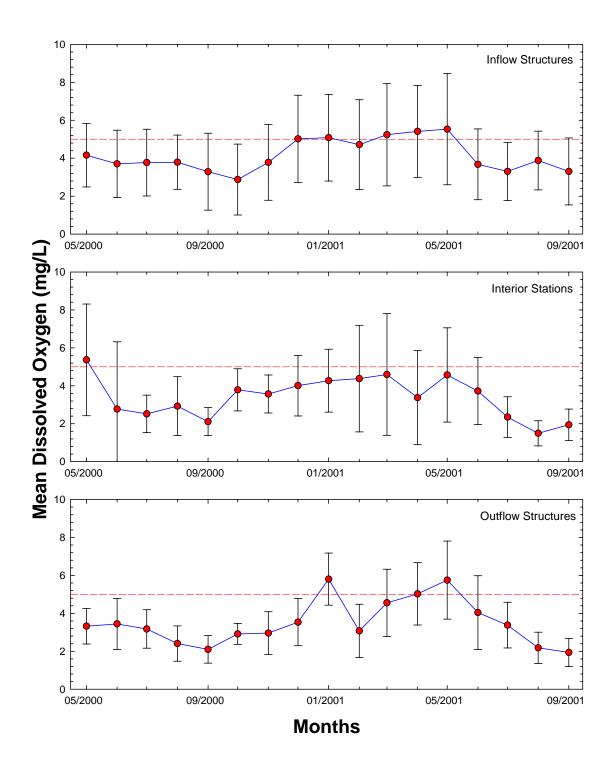


Figure 7A-1-34. Mean monthly dissolved oxygen concentrations in within Water Conservation Area 3 during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars. Dashed lines depict the class III standard of 5.0 mg/L

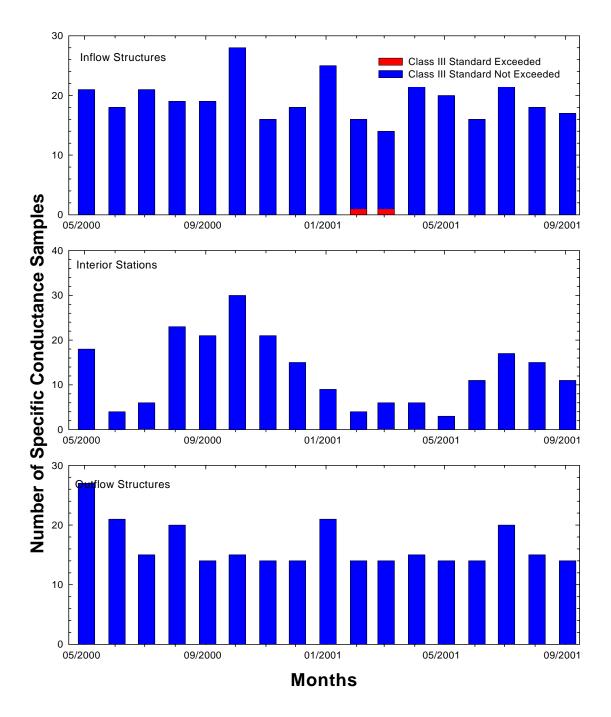


Figure 7A-1-35. Total number of monthly samples measured for specific conductance within Water Conservation Area 3 during the drought period from May 2000 through September 2001

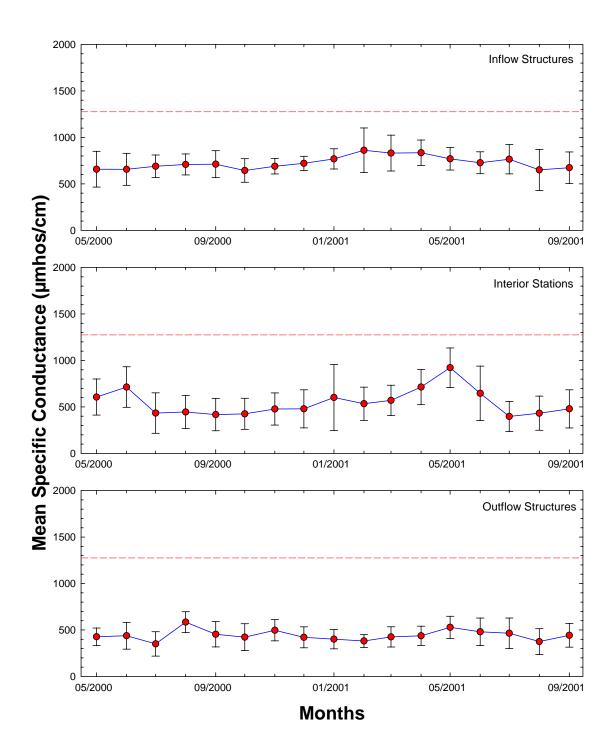


Figure 7A-1-36. Mean monthly specific conductance levels in within Water Conservation Area 3 during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars. Dashed lines depict class III standard of 1,275 mhos/cm

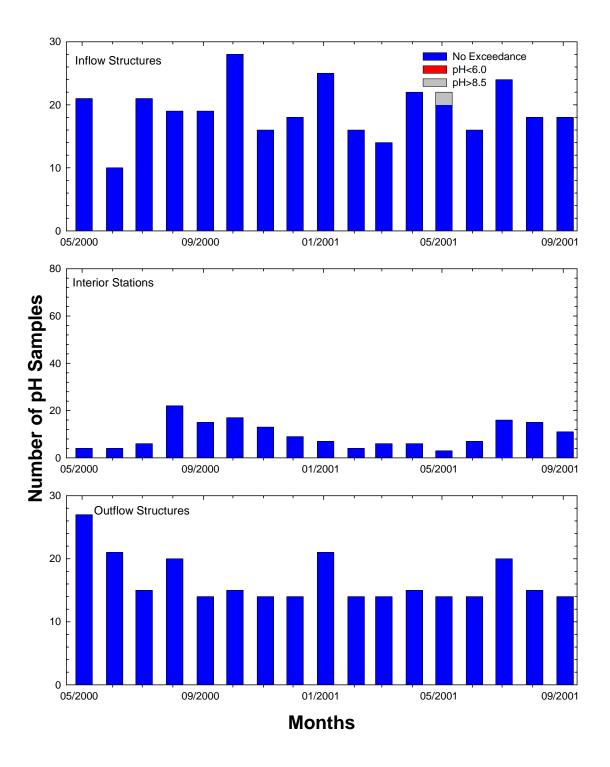


Figure 7A-1-37. Total number of monthly samples measured for pH within Water Conservation Area 3 during the drought period from May 2000 through September 2001

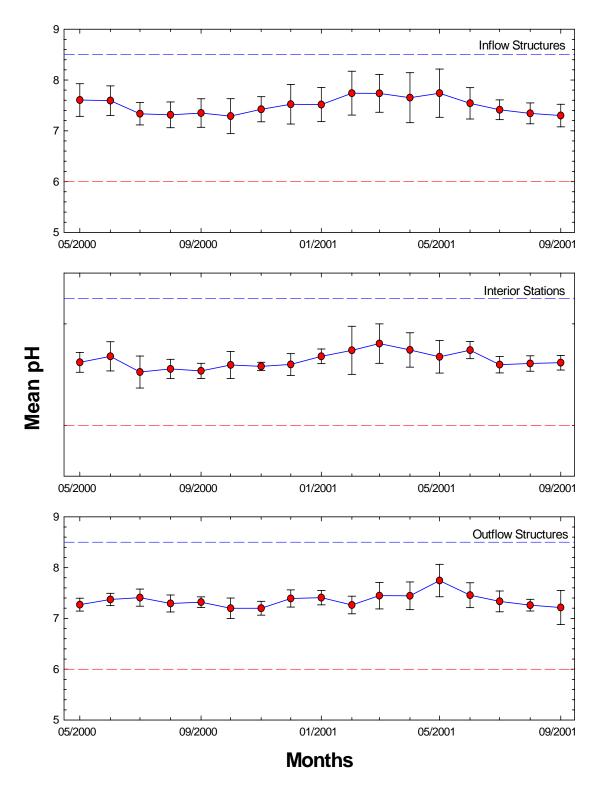


Figure 7A-1-38. Mean monthly pH levels in within Water Conservation Area 3 during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars. Dashed lines depict the lower and upper class III standards of 6.0 and 8.5 pH units, respectively

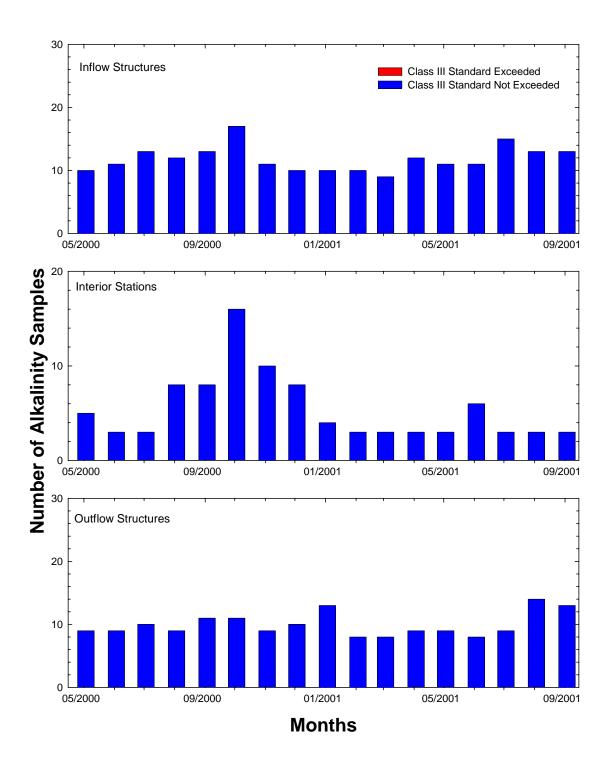


Figure 7A-1-39. Total number of monthly samples measured for alkalinity within Water Conservation Area 3 during the drought period from May 2000 through September 2001

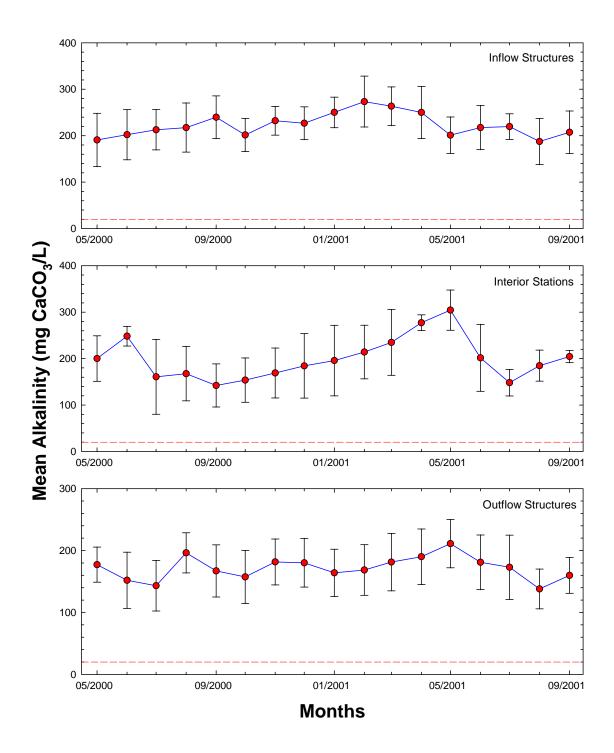


Figure 7A-1-40. Mean monthly alkalinity concentrations in within Water Conservation Area 3 during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars. Dashed lines depict the class III standard of 20 mg/L

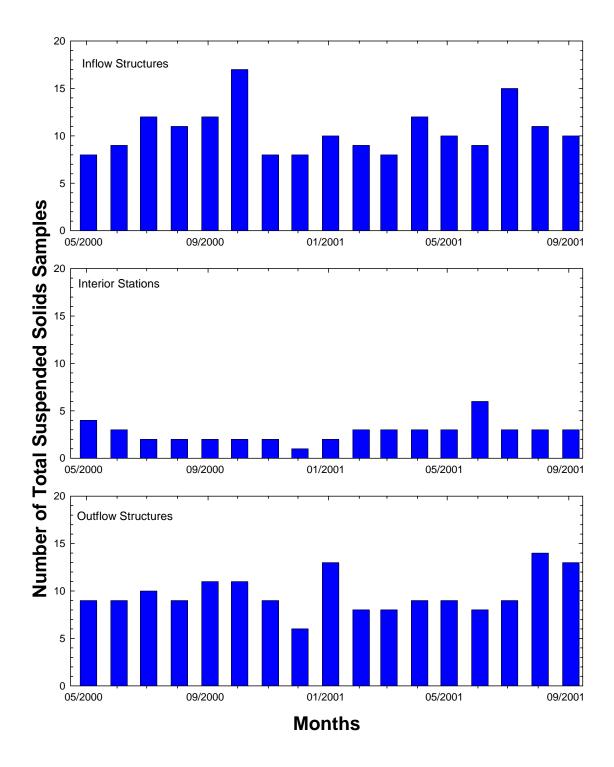


Figure 7A-1-41. Total number of monthly samples measured for total suspended solids within Water Conservation Area 3 during the drought period from May 2000 through September 2001

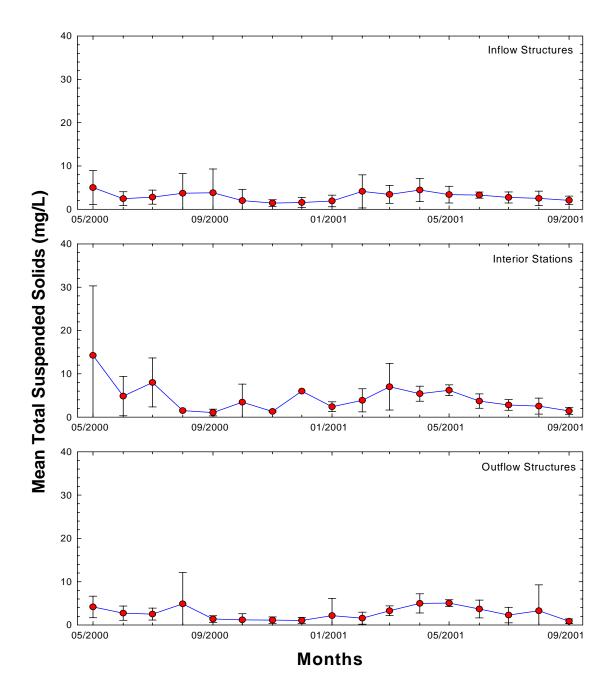


Figure 7A-1-42. Mean monthly total suspended solids concentrations in within Water Conservation Area 3 during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars

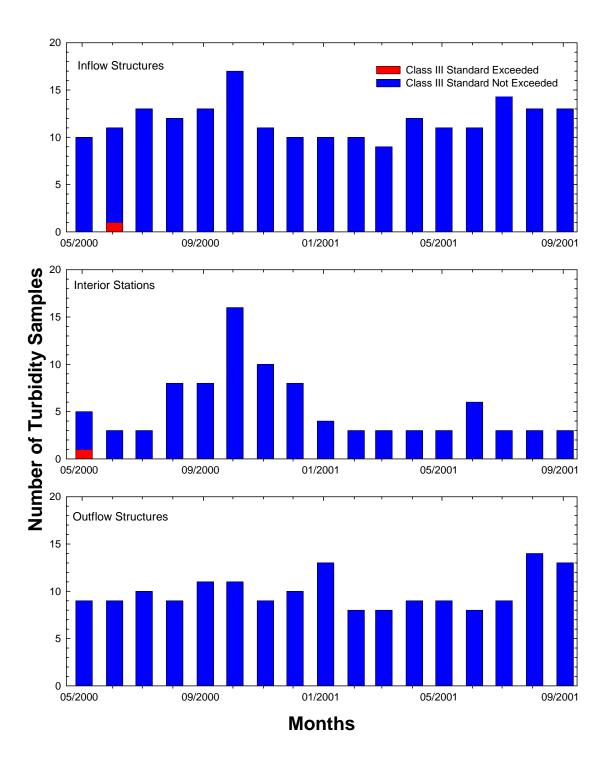


Figure 7A-1-43. Total number of monthly samples measured for turbidity within Water Conservation Area 3 during the drought period from May 2000 through September 2001

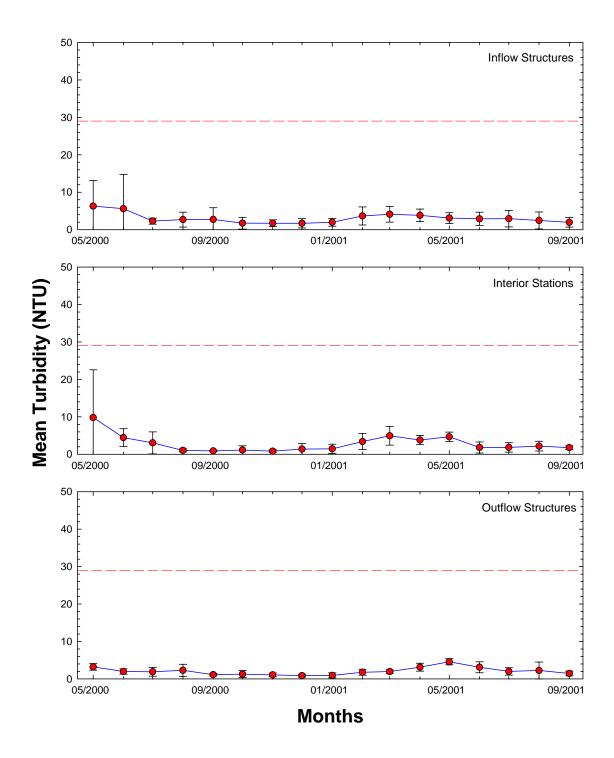


Figure 7A-1-44. Mean monthly turbidity levels within Water Conservation Area 3 during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars. Dashed lines depict the Class III standard of 29 NTU

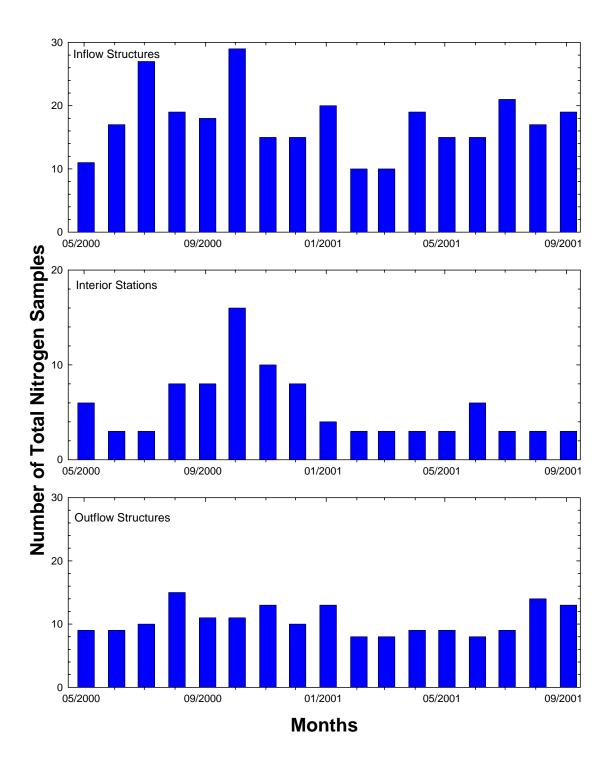


Figure 7A-1-45. Total number of monthly samples measured for total nitrogen within Water Conservation Area 3 during the drought period from May 2000 through September 2001

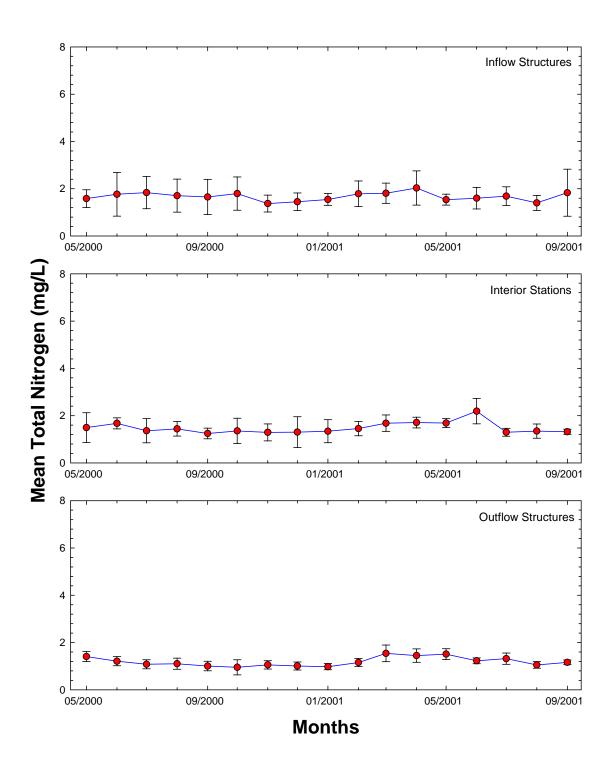


Figure 7A-1-46. Mean monthly total nitrogen concentrations within Water Conservation Area 3 during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars

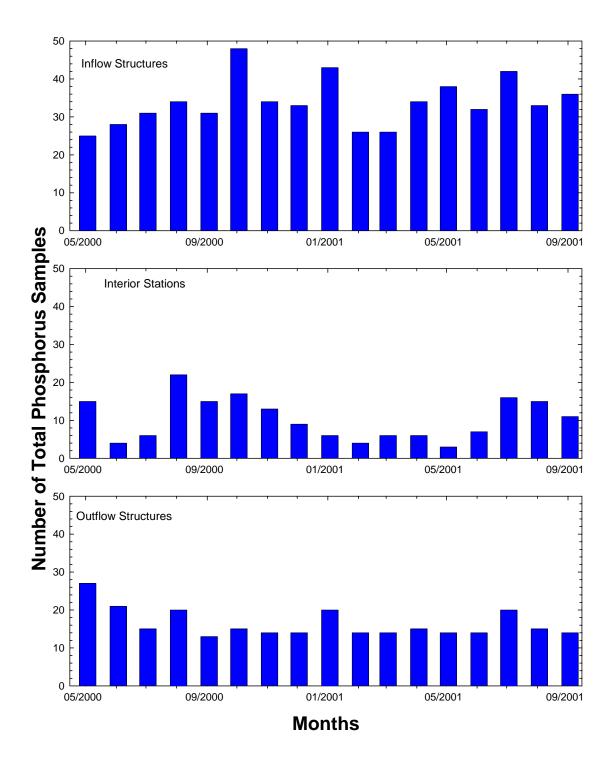


Figure 7A-1-47. Total number of monthly samples measured for total phosphorus within Water Conservation Area 3 during the drought period from May 2000 through September 2001

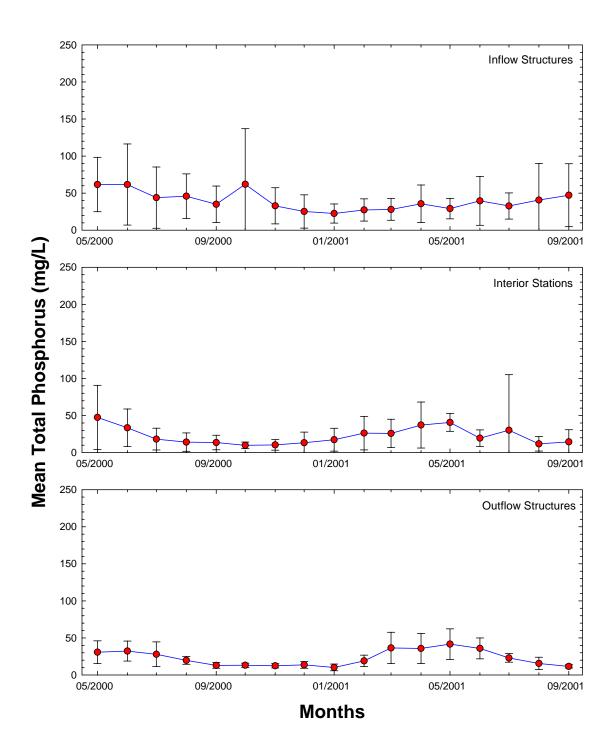


Figure 7A-1-48. Mean monthly total phosphorus concentrations within Water Conservation Area 3 during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars

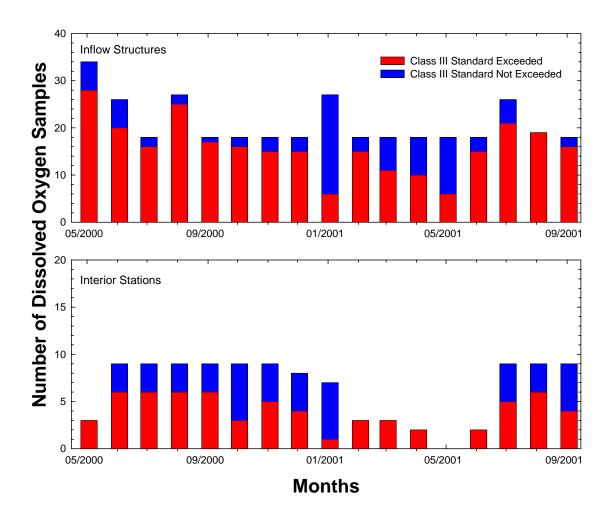


Figure 7A-1-49. Total number of monthly samples measured for dissolved oxygen within the Everglades National Park during the drought period from May 2000 through September 2001

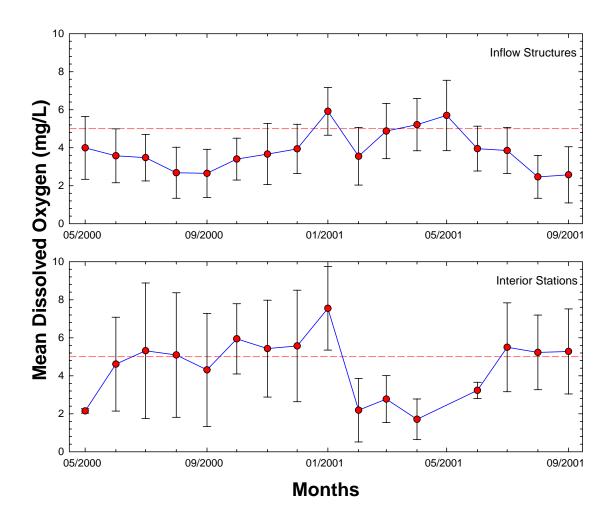


Figure 7A-1-50. Mean monthly dissolved oxygen concentrations in the Everglades National Park during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars. Dashed lines depict the class III standard of 5.0 mg/L

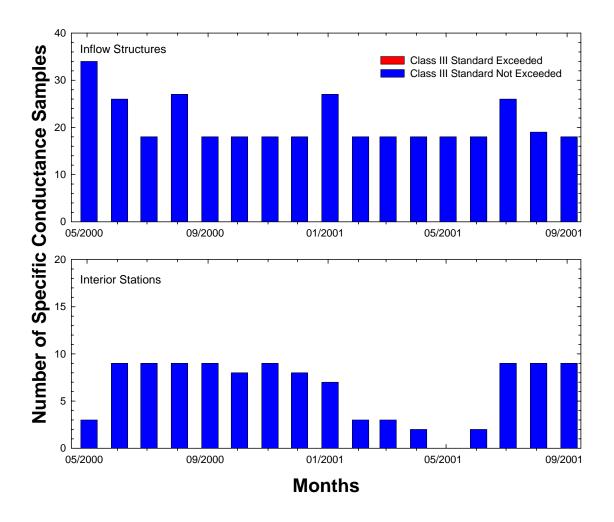


Figure 7A-1-51. Total number of monthly samples measured for specific conductance within the Everglades National Park during the drought period from May 2000 through September 2001

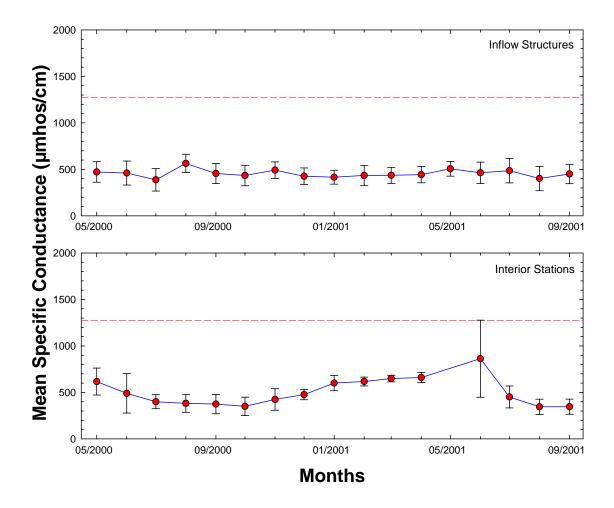


Figure 7A-1-52. Mean monthly specific conductance in the Everglades National Park during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars. Dashed lines depict the class III standard of 1,275 mhos/cm

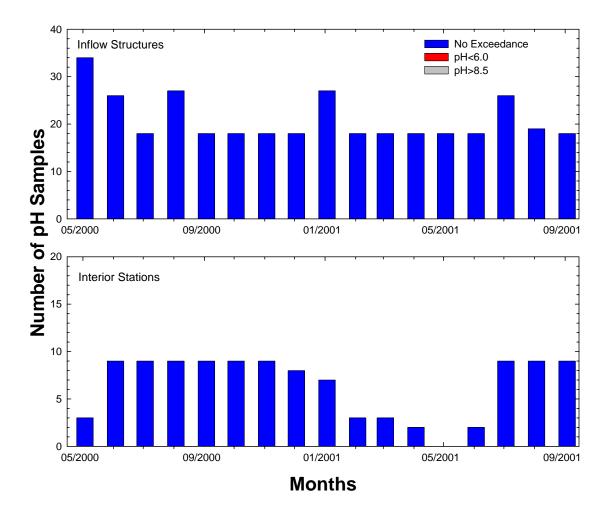


Figure 7A-1-53. Total number of monthly samples measured for pH within the Everglades National Park during the drought period from May 2000 through September 2001

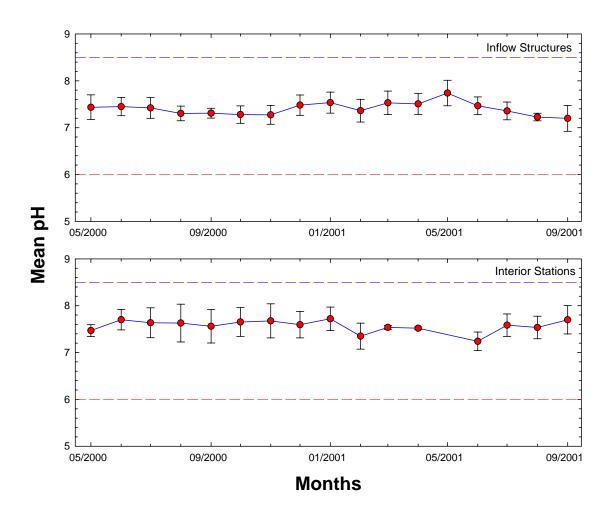


Figure 7A-1-54. Mean monthly pH levels in the Everglades National Park during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars. Dashed lines depict the lower and upper class III standards of 6.0 and 8.5 pH units, respectively

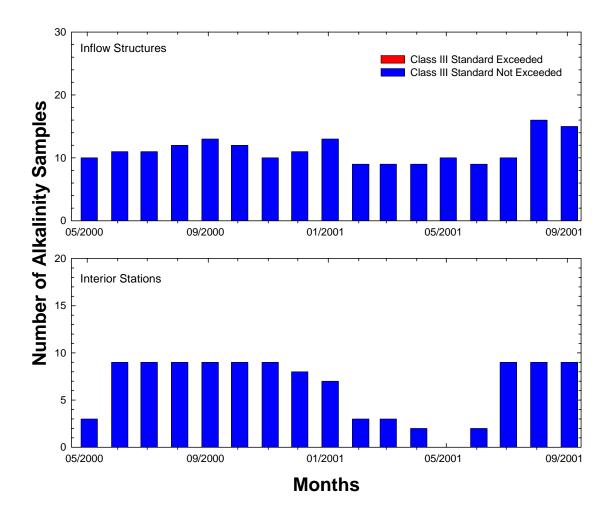


Figure 7A-1-55. Total number of monthly samples measured for alkalinity within the Everglades National Park during the drought period from May 2000 through September 2001

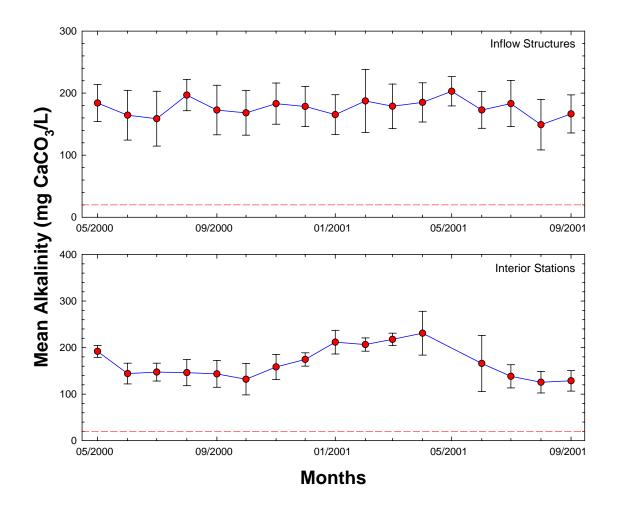


Figure 7A-1-56. Mean monthly alkalinity concentrations in the Everglades National Park during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars. Dashed lines depict the class III standards of 20 mg/L

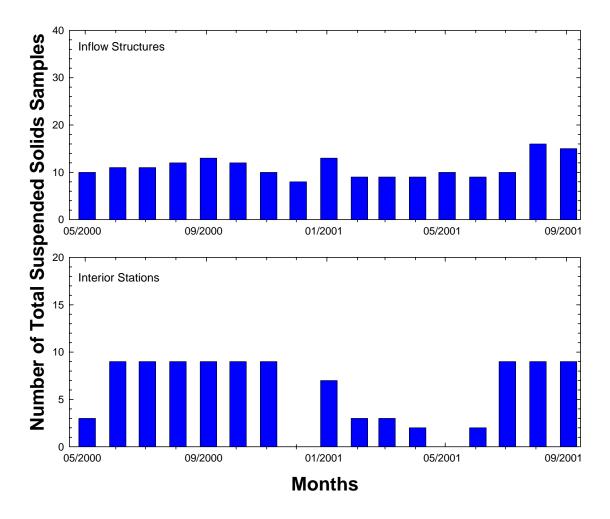


Figure 7A-1-57. Total number of monthly samples measured for total suspended solids within the Everglades National Park during the drought period from May 2000 through September 2001

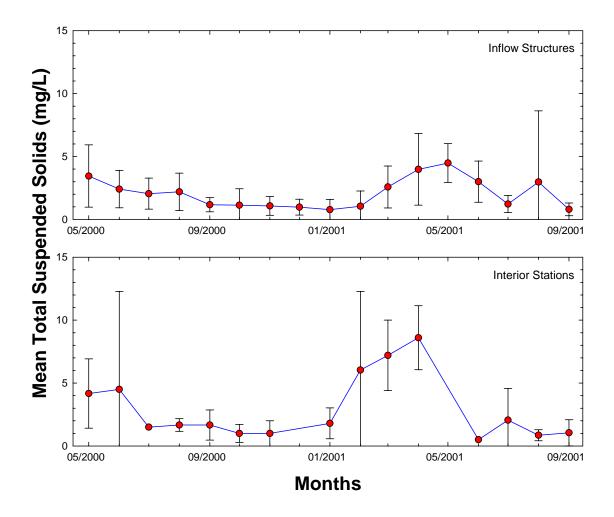


Figure 7A-1-58. Mean monthly total suspended solids concentrations in the Everglades National Park during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars

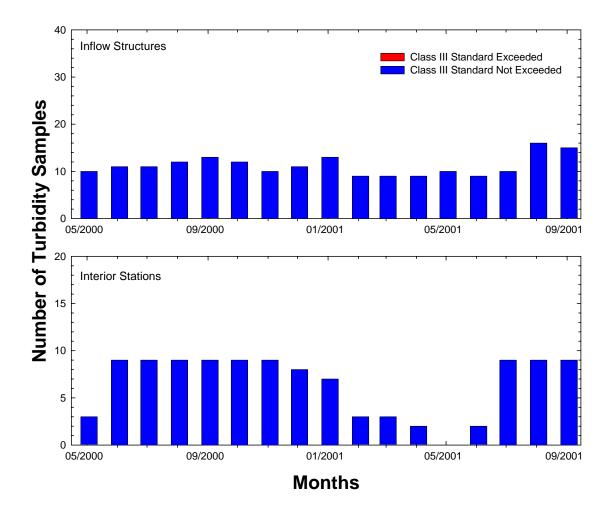


Figure 7A-1-59. Total number of monthly samples measured for turbidity within the Everglades National Park during the drought period from May 2000 through September 2001

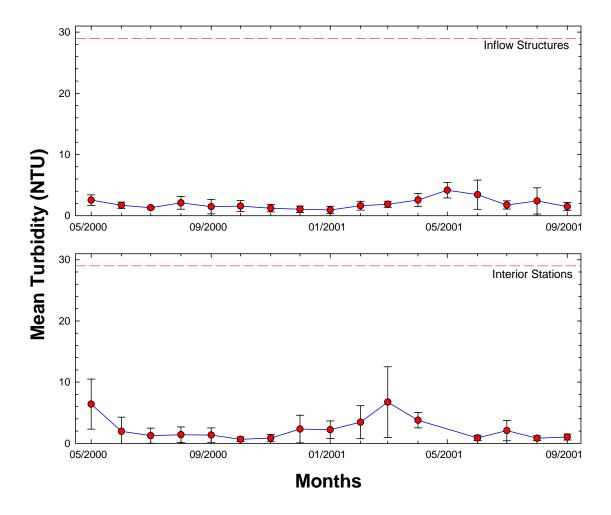


Figure 7A-1-60. Mean monthly turbidity levels in the Everglades National Park during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars. Dashed lines depict the class III standards of 29 NTU

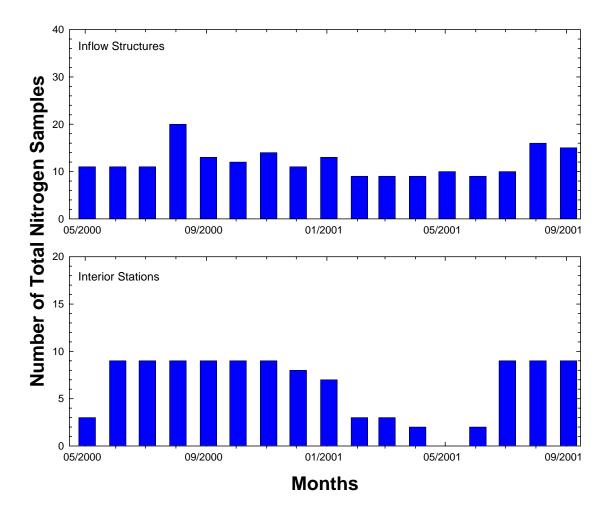


Figure 7A-1-61. Total number of monthly samples measured for total nitrogen within the Everglades National Park during the drought period from May 2000 through September 2001

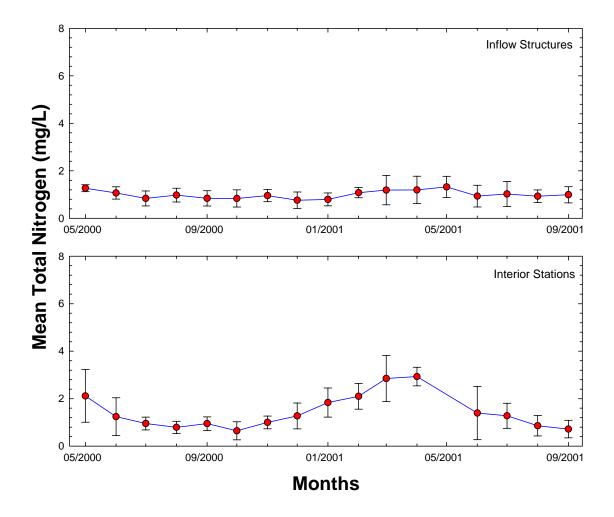


Figure 7A-1-62. Mean monthly total nitrogen concentrations in the Everglades National Park during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars

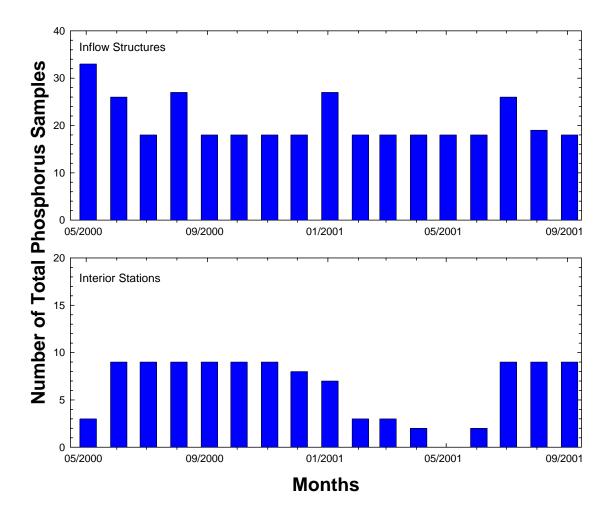


Figure 7A-1-63. Total number of monthly samples measured for total nitrogen within the Everglades National Park during the drought period from May 2000 through September 2001

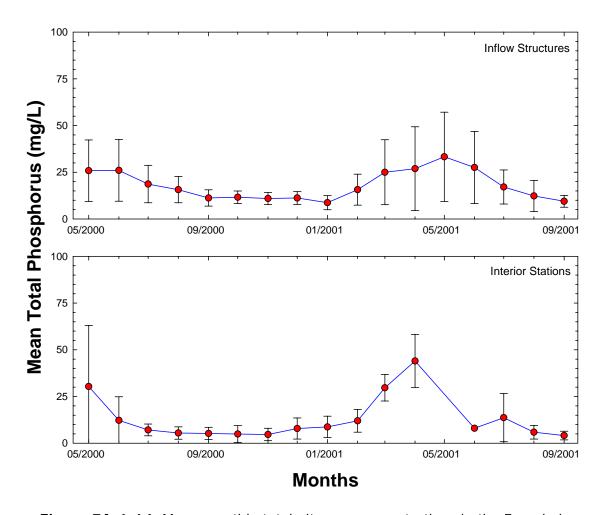


Figure 7A-1-64. Mean monthly total nitrogen concentrations in the Everglades National Park during the drought period from May 2000 through September 2001. Standard deviations about the mean are depicted by error bars

Appendix 7A-2: District Procurement Process Forms



SOUTH FLORIDA WATER MANAGEMENT DISTRICT REQUEST FOR QUOTES (RFQ)

Quotes Must Be Submitted To The Following Address:

South Florida Water Management District Attn: Procurement & Contract Administration B-1 Building, 2nd Floor West 3301 Gun Club Road

West Palm Beach, FL 33406

Purpose: The purpose of this RFQ is to solicit quotes from qualified respondents to provide and install raw water intakes and pump stations at or near Lake Okeechobee for the public water supply of Clewiston, Belle Glade, Pahokee, and Okeechobee within the time required by the South Florida Water Management District (District).

THE CONTRACT AWARDED FOR THIS REQUEST FOR QUOTES SHALL INCLUDE LIQUIDATED DAMAGES AT AN AMOUNT OF \$500.00/DAY.

Number: C-12911

Issue Date: April 11, 2001

NOTICE:

On March 27, 2001, the South Florida Water Management District's Governing Board waived competition "to procure the necessary equipment and services for the Lake Okeechobee critical public water supply projects of the Lake Communities of South Bay, Bryant, Clewiston, Pahokee, Belle Glade, and Okeechobee." The respondent(s) who meets the attached Statements of Work/Specifications and provides the necessary insurance and performance bond shall be awarded this contract(s), provided the respondent's(s') quote is the lowest quote.

Title: PROVIDE AND INSTALL RAW WATER INTAKES & PUMP STATIONS

Inquiry Period:

From: 4-11-01 To: Noon, 4-17-01

A.M. and 5:00 P.M. weekdays.

Inquiries may be made between the hours of 8:00

Direct All Inquires to:

Procurement:

Matt Padgett, Senior Purchasing Agent

Telephone No: (561) 682-6388

E-Mail:

mpadgett@sfwmd.gov

Fax No:

(561) 682-5388

Note: All technical inquiries must be submitted in writing via Fax or E-Mail by the end of the inquiry period.

Deadline For Quote Submission:

5:00 p.m., local time, Wednesday April 18, 2001

Deliver quote to the above address or FAX quote to 561-682-5388 or 561-681-6275

ON-SITE MEETING:

A scheduled, mandatory on-site meeting was conducted at the Clewiston, Belle Glade, Pahokee, and Okeechobee water supply sites on April 11 and 12, 2001. Any addenda issued for this project shall be faxed to the attendees of the April 11 and 12, 2001 on-site meeting and shall be incorporated in this Request for Quotes.

Return requested information to the above address or Fax to 561-682-5388 or 561-681-6275

Page 1 of 16, Request for Quotes, C-12911

GENERAL INSTRUCTION & INFORMATION PAGES (2 PAGES)

1. ON-SITE MEETING.

A scheduled, mandatory on-site pre-solicitation meeting occurred on Wednesday, April 11 and Thursday, April 12, 2001. Only those vendors attending the April 11 and/or April 12, 2001 meeting shall be considered for award of this Request for Quotes. If a vendor submits a quotation for a site that the vendor did not attend the site's mandatory on-site meeting on the day scheduled by the District, the vendor's quote shall be rejected and not considered by the District.

2. BID BOND AND PERFORMANCE BOND REQUIREMENT.

A Bid Bond (at 5% of the total quote amount) shall be submitted WITH the quote. A Performance Bond (at 100% of the total quote amount) shall be submitted to the District within 24 TO 48 hours upon notification by the District to provide the Performance Bond. Failure to comply with any of the Performance Bond requirements may be deemed not responsive by the District and subject to rejection without further quote consideration.

THE RESPONDANT SHALL COMPLETE AND SUBMIT TO THE DISTRICT WITH THE RESPONDENT'S QUOTE, THE BID BOND AND SURETY AFFIDAVIT ATTACHED TO THIS REQUEST FOR QUOTES. FORMS NOT RELFECTING THE INFORMATION CONTAINED IN THE DISTRICT FORMS ATTACHED MAY BE SUBJECT TO REJECTION AND NOT CONSIDERED FOR AWARD.

The BEST'S Rating Classification for Surety and Insurance firms shall require "B+" or better rating.

In the event the contract price is \$500,000 or less and in accordance with Section 287.0935, Florida Statutes, bonds with a Surety Company in compliance with the following requirements shall be acceptable for the required Bonds:

- a. the Surety Company is licensed to do business in the State of Florida; and
- b. the Surety Company holds a certificate of authority authorizing it to write surety bonds in Florida; and
- the Surety Company has twice the minimum surplus and capital required by the Florida Insurance code at the time this Request for Quotes is issued; and
- d. the Surety Company is otherwise in compliance with the provisions of the Florida Insurance Code; and
- e. the Surety Company holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. ss.9304 to 9308 and shall meet the U.S. Department of Treasury Circular 570. In order to qualify as an acceptable Surety Company under this paragraph, an Affidavit for the Surety Company shall be executed by an Officer of the surety bond insurer as evidence that the Surety Company is in compliance with the forgoing requirements.

3. Quote Format.

Each respondent shall offer a quote based on the requirements of this Request for Quotes and associated Drawings. The quote offered the District shall clearly describe the work, materials, and equipment required to meet the Statement of Work and associated drawings of this Request for Quotes. The pricing of the quote shall include the total amount required for each site SEPARATELY. Also, the respondent may offer a lump-sum amount for all sites of the project to be awarded to one (1) contractor.

4. Certificate of Insurance.

A District approved Certificate of Insurance is required meeting the types and amounts of coverages as indicated on the attached sample Certificate of Insurance.

5. Sample Contract.

A sample contract shall be provided to each prospective respondent at the mandatory on-site meetings on Wednesday, April 11 and Thursday, April 12, 2001. The on-site meetings began at the Clewiston site at 9:00 a.m.

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6. Amendments.

Any amendments to the Request for Quotes shall be provided at the on-site meeting or by fax thereafter.

7. References.

Include a list of references showing similar work complexity. Include contact names and telephone numbers. If references are not attached to the Request for Quotes, or references are incomplete including but not limited to lack of contact names, addresses, telephone numbers, and other information required by the District to for a reference to verify respondent's work quality, capability and capacity to complete this Request for Quotes work requirements; the District reserves the right to reject the respondent's quote as not responsive.

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COMPLETE the following information & return this page with the quote by the opening time and date

RESPONDENT INFORMATION AND REQUIREMENTS PAGE

The undersigned as Agent of the Respondent, declares that the only persons or parties interested in this Quote as principals are those named herein or attached; that this Quote is made without collusion with any person, firm or corporation; and the respondent agrees, if the Quote is accepted, that the respondent will execute a contract with the District in the form set forth in the Sample Contract (to be handed out at the mandatory on-site meeting at 9:00 a.m. on Wednesday, October 4, 2000.).

The respondent further declares that respondent has examined the Statement of Work/Specifications for the work and all of the contractual documents relative thereto, and has read all the provisions furnished prior to the opening of the Quotes; and that the respondent has satisfied itself relative to all services to be performed and/or items to be provided.

Quotes will not be accepted from firms in arrears or in default to the District. The respondent certifies by signing the Quote that no principals or corporate officers of its firm were principals or corporate officers in any other firm which may have been suspended from doing business with the District within the last three years, unless so noted in the Quote.

The following items MUST be SUBMITTED to the District by the Quote opening time and date.

- 1. Respondent's written quote detailing the approach used to meet the District's Statement of Work and associated Drawings requirements.
- 2. Request for Quotes Pricing Page
- 3. Certificate of Insurance
- 4. Bid Bond (5% of Total Quote Amount)
- 5. Performance Bond (a letter from the Surety verifying submission of this bond within 24-48 hours shall satisfy this attachment to the Quote)
- 6. Affidavit for Surety Company
- 7. Respondent Information and Requirements Page
- 8. List of references w/similar complexity (w/contact names and numbers)

RESPONDENT INFORMATION:				
Respondent (Vendor) Name		Signature of Respondent's Author	rized Agent	
Address		Federal I.D. Number		
City, State and Zip	:	Telephone Number	FAX Number	

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REQUEST FOR QUOTES PRICING PAGE

(Return this sheet with the quote)

INSTRUCTIONS:

Insert pricing and submit with quote. Respondents may quote one or more sites AND the lump sum amount to provide and install the intakes and pump stations at all sites. Only respondents that participated in the on-site presolicitation meeting shall be considered for award. Example: if respondent offers the District a quote for the Clewiston project, the respondent must have attended the on-site meeting held on April 11, 2001 to be considered responsive.

ITEM NO.	DESCRIPTION of WORK	QUANTITY	TOTAL PRICE
1.	Indemnification (\$100.00 required amount)	1 each (one time charge)	\$100.00
2.	Provide & Install Intake & Pump Station at CLEWISTON site as specified in this RFQ	1 each	\$
3.	Provide & Install Intake & Pump Station at BELLE GLADE site as specified in this RFQ	1 each	\$
4.	Provide & Install Intake & Pump Station at PAHOKEE site as specified in this RFQ	1 each	\$
5.	Provide & Install Intake & Pump Station at OKEECHOBEE site as specified in this RFQ	1 each	\$
6.	OPTION: Lump sum amount to provide and install ALL Intakes & Pump Stations for the Clewiston, Belle Glade, Pahokee, and Okeechobee sites as specified in this Request for Quotes.	Lump Sum Amount For All Sites	\$ total amount for all sites

	1	
Respondent (Vendor) Name		Signature of Respondent's Authorized Agent

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Statement of Work PROVIDE AND INSTALL RAW WATER INTAKES & PUMP STATIONS (Revision Date: 4/11/01)

PART 1 - GENERAL

- 1.1 Project Description: The current Lake Okeechobee stage is far below regulation schedule and the long range predictions indicate the potential of severe drought during the year 2001 dry season. Therefore, the District is taking emergency action to assist the "at-risk" Utilities located at or near Lake Okeechobee and withdraw water for their water treatment facilities. The District intends to contract with a vendor or multiple vendors to provide labor, equipment and materials to construct a new raw water intakes and pump stations at each of the following water withdrawal sites: Clewiston, Belle Glade, Pahokee, and Okeechobee. Each of the four (4) locations shall have separate contracts. The work shall be completed, tested and operational within sixty (60) days from the notice to proceed. Each respondent to the Request for Quotes shall submit all the necessary submittals (listed on the Respondent's Information and Requirements Page). Failure to submit the listed documents and information shall be considered non-responsive and the District shall reject the Request for Quote.
- **1.2 Summary of Work:** The work involves constructing a new, raw water intake and pump station for service to the cities of Clewiston, Belle Glade, Pahokee, and Okeechobee. All work, equipment, and materials shall be in accordance with this Request for Quotes, associated drawings, and all addenda and shall be subject to all applicable local, state, and federal laws and regulations.
- **1.3 Systems to be Installed:** The following scope of services are separated by Lake Okeechobee Utility construction services site:

1.3 A. Clewiston Site

The work included in this contract consists of all labor, materials, and equipment for the construction of a new raw water intake and pump station at the city's Rim Canal backup station for service to the city's water treatment plant. The 36 inch diameter high density polyethylene, (HDPE), intake line extends approximately 30 ft. into Rim Canal. The line provides gravity flow to the pump station located at the toe of the Herbert Hoover Dike. The pump station consists of a precast reinforced concrete wetwell and valve box with two 4800 gpm submersible pumps driven by 140 Hp motors, associated ductile iron piping, check and gate valves. The 16 inch diameter ductile iron discharge line from the pump station shall connect to the existing supply piping to the plant. The work shall include all electrical control and power systems necessary for manual operation of the units with the manufacturer recommended safety limit switches.

All work shall be coordinated with the city's water plant superintendent and shall be in accordance with all respective City and County standard construction requirements. The Contractor shall be responsible for providing all safety barriers and warning signs to protect the public throughout the duration of the work.

The work shall be completed, tested, and operational within 60 calendar days from the date of the notice to proceed.

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1.3 B. Belle Glade Site

The work included in this contract consists of all labor, materials, and equipment for the construction of a new raw water intake and pump station for service to the city's water treatment plant. The 30 inch diameter high density polyethylene, (HDPE), intake line extends approximately 40 ft. into Rim Canal. The line provides gravity flow to the pump station located at the toe of the Herbert Hoover Dike. The pump station consists of a precast reinforced concrete wetwell and valve box with two 4000 gpm submersible pumps, associated ductile iron piping, check and gate valves. The 16 inch diameter pvc supply line from the pump station shall connect to the existing supply line to the plant. The pump motors shall be connected to the existing power circuit that includes the starters currently servicing the existing 200 Hp intake pumps located in the adjacent pump station. The proposed concept will allow the operation of the new intake pumps or the pumps of the existing intake from the same existing electrical power circuit.

All work shall be coordinated with the city's water plant superintendent and shall be in accordance with all respective City and County standard construction requirements. The Contractor shall be responsible for providing all safety barriers and warning signs to protect the public throughout the duration of the work.

The work shall be completed, tested, and operational within 60 calendar days from the date of the notice to proceed.

1.3 C. Pahokee Site

The work included in this contract consists of all labor, materials, and equipment for the construction of a new raw water intake and pump station for service to the city's water treatment plant. The 24 inch diameter high density polyethylene, (HDPE), intake line extends approximately 200 ft. into Lake Okeechobee. The line provides gravity flow to the pump station located at the toe of the Herbert Hoover Dike. The pump station consists of a precast reinforced concrete wetwell and valve box with two 1200 gpm submersible pumps, associated ductile iron piping, check and gate valves. The 14 inch diameter pvc supply line from the pump station shall connect to the existing suction line to the plant. The motor starters and panels shall be located in the treatment plant with the power and control wiring routed over the levee to the wetwell. In addition, a generator shall be installed in the plant along with new transfer switch and associated wiring. The generator shall be supplied by the District.

All work shall be coordinated with the city's water plant superintendent and shall be in accordance with all respective City and County standard construction requirements. The Contractor shall be responsible for providing all safety barriers and warning signs to protect the public throughout the duration of the work.

The work shall be completed, tested, and operational within 60 calendar days from the date of the notice to proceed.

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1.3 D. Okeechobee Site

The work included in this contract consists of all labor, materials, and equipment for the construction of a new raw water intake and pump station for service to the city's water treatment plant. The 30 inch diameter high density polyethylene, (HDPE), intake line extends approximately 400 ft. into the Government Cut. The line provides gravity flow to the pump station located adjacent to the existing intake at the toe of the Herbert Hoover Dike. The pump station consists of a precast reinforced concrete wetwell and valve box with two 2800 gpm submersible pumps, associated ductile iron piping, check and gate valves. The discharge line shall connect to the existing supply line at the existing raw water pump station. The pump motors shall be connected to the existing power circuit that includes the starters currently servicing the existing intake pumps located in the adjacent pump station. The proposed concept will allow the operation of the new intake pumps or the pumps of the existing intake from the same existing electrical power circuit.

All work shall be coordinated with the city's water plant superintendent and shall be in accordance with all Okeechobee Utility Authority and Okeechobee County standard construction requirements. The Contractor shall be responsible for providing all safety barriers and warning signs to protect the public throughout the duration of the work.

The work shall be completed, tested, and operational within 60 calendar days from the date of the notice to proceed.

- **1.4 Project Schedule:** Given a notice to proceed with the work by the District, the schedule to complete the work, including start-up and testing, shall be completed at all Lake Okeechobee Utility sites within sixty (60) calendar days.
- **1.5 Pump Manufacturer's Confirmation:** The awarded contractor(s) shall require the pump manufacturer to confirm the pumps have been ordered by the contractor(s) and state an estimated delivery date to the job site(s). This information shall be submitted to the District and shall become incorporated in and become a part of the executed Contract(s) as an exhibit to the Contract(s).
- **1.6 System Responsibility:** The Contractor(s) shall provide and shall assume prime responsibility for a fully functional raw water intake and pump station at the work site(s) awarded to satisfy the project requirements.
- 1.7 Contractor Qualifications: At minimum, the Contractor shall be a State of Florida Certified and/or Registered and Licensed Building Contractor, and shall have all necessary licenses to do work in the county of the awarded quote, ie, Palm Beach County licenses for Belle Glade and Pahokee sites, Okeechobee County licenses for the Okeechobee site, and Hendry County licenses for the Clewiston site. The awarded Contractor(s) shall have experience with installation of similar systems to those specified in this Request for Quotes and shall verify the experience through the references required to be submitted with this Request for Ouotes.

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- 1.8 Liquidated Damages: The District and the respondent recognize that time is of the essence of this Contract and the respondent recognizes that the District will suffer financial loss if the work is not completed within the contract times. The District and the respondent also recognize the delay, expense and difficulties involved in proving actual delay damages (excluding engineering fees and inspection costs) suffered by the District in a legal or arbitration proceeding if the work is not completed on time. Accordingly, the respondent agrees to pay the District liquidated damages at an amount of \$500.00 per day for each calendar each day the respondent exceeds the scheduled contract completion period specified in this Request for Quotes. ALL CONSTRUCTION SHALL BE SUBSTANTIALLY COMPLETED WITHIN THE 60-DAY REQUIREMENT EXCEPT THE PUMP INSTALLATION AND SUCCESSFUL TESTING (IF THE PUMP MANUFACTURER DELAYS DELIVERY OF THE PUMPS AS VERIFIED IN ITEM 1.5 ABOVE).
- 1.9 Alternative Methods: This Statement of Work is conceptual in design. Respondents may submit alternative offers of work/specification for the District to consider that accomplishes the work required in this Request for Quotes. The District reserves to right to accept or reject any quote (offer) that the District determines does not meet the project requirement(s) at the sole discretion of the District if to do so is in the District's best interest.
- 1.10 Payment Terms: The District shall pay the invoice amount for the work completed and tested within the contract times and accepted by the District. Terms of invoice payment shall be Net 30 Days from work and material acceptance by the District (unless an early payment discount is mutually agreed to by the contractor and the District).

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COMMON LAW PERFORMANCE BOND

BY THIS BOND, know that	as Principal, herewith called CONTRACTOR,
Business Address	Business Phone, and, as called SURETY, Surety Address,
, hereinafter	called SURETY, Surety Address,
DISTRICT in the amount of	, are bound to South Florida Water Management District, as Obligee, herein called
themselves, their heirs, personal ren	resentatives, executors, administrators, successors and assigns, jointly and severally, with reference to a
written CONTRACT entered into by	y CONTRACTOR and DISTRICT, for the following:
Contract Number:	C-12911
Contract Title:	PROVIDE AND INSTALL RAW WATER INTAKES & PUMP STATIONS AT THE CLEWISTON, BELLE GLADE, PAHOKEE, AND OKEECHOBEE SITES
General Description of Project: materials to construct a new raw v Glade, Pahokee, and Okeechobee. and operational within sixty (60) d	The District intends to contract with a vendor or multiple vendors to provide labor, equipment and water intakes and pump stations at each of the following water withdrawal sites: Clewiston, Belle Each of the four (4) locations shall have separate contracts. The work shall be completed, tested ays from the notice to proceed.
THE CONDITION OF THIS BONI	D is that if the CONTRACTOR:
Pays DISTRICT all losses, dam fees, including appellate procee Pays DISTRICT and all other CONTRACT; and	dance with its terms and conditions; and nages (direct and consequential including delay and liquidated damages), expenses, costs, and attorney's dings, that DISTRICT sustains because of a default by CONTRACTOR under the CONTRACT; and amounts due DISTRICT by CONTRACTOR because of a default by CONTRACTOR under the ork and materials furnished under the CONTRACT for the time specified in the CONTRACT;
THEN THIS BOND IS VOID, OTH	HERWISE, IT REMAINS IN FULL FORCE.
the changes, do not affect the Surety	ct Documents and compliance or noncompliance with formalities, connected with the Contract or with /s obligation under this bond. Surety hereby waives notice of any alteration or extension of time made bond must be initiated before the expiration of the limitation period applicable to common law bonds
IN WITNESS WHEREOF, this inst	rument is executed thisday of, 19
Legal Form Approved:	
WHEN THE PRINCIPAL IS AN IN Signed, sealed and delivered in the p	
Rv:	By
By:(Witness)	By: Individual Principal
WHEN THE PRINCIPAL OPERA. Signed, sealed and delivered in the p	
By:(Witness)	By: Signature of Individual
(Witness)	Signature of Individual
By:(Witness)	
(Witness)	

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WHEN A PARTNERSHIP: Signed, sealed and delivered in the presence of:	
By:(Witness)	By:
,	· · · · · · · · · · · · · · · · · · ·
By:(Witness)	:
WHEN THE PRINCIPAL IS A CORPORATION	N:
ATTEST: (Corporate Seal)	
(Type Corporate Principal Name)	By: President
By:(Secretary)	
SURETY:	
ATTEST: (Surety Seal)	
(Type Corporate Surety Name)	SURETY
By:(Secretary)	(Type Florida Resident's Name)
•	(Type I folida Resident's Ivanie)
By: Florida Resident Agent	
ATTORNEY-IN-FACT	
Ву:	None
(Type)	Name
NOTE 2: If both the Principal and Surety are Corp NOTE 3: Surety shall include evidence that Agent	ONDS must appear on the Treasury Department's most current list (Circular 570 as
ATTACH a certified copy of Power-of-Attorney Surety.	appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of
The Common Law Performance Bond and the Fother.	Payment Bond and the covered amounts of each are separate and distinct from each
Page 1	1 of 16. Request for Quotes. C-12911

AFFIDAVIT FOR SURETY COMPANY

- TO: South Florida Water Management District
- RE: CONTRACT NUMBER:

U.S.C. ss. 9304 to 9308.

C-12911

CONTRACT TITLE:

PROVIDE AND INSTALL RAW WATER INTAKES & PUMP STATIONS AT THE CLEWISTON, BELLE GLADE, PAHOKEE, AND OKEECHOBEE SITES

CC	ONTRACTOR:
	me: dress: ephone:
AN	OUNT OF BOND:
SU	RETY COMPANY:
	ne: dress: ephone:
BE	FORE ME, the undersigned authority, personally appeared the AFFIANT, who being duly sworn and says:
(1)	He/She is of the Surety Company; (Officership)
(2)	In accordance with Section 287.0935, Florida Statutes, the Surety Company fulfills each of the following provisions:
a)	The Surety Company is licensed to do business in the State of Florida;
b)	The Surety Company holds a certificate of authority authorizing it to write surety bonds in Florida;
c)	The Surety Company has twice the minimum surplus and capital required by the Florida Insurance code at the time the invitation to bid is issued;

d) The Surety Company is otherwise in compliance with the provisions of the Florida Insurance Code; and

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e) The Surety Company holds a currently valid certificate of authority issued by the United Stated Department of Treasury under 31

FURTHER AFFIANT SAYETH NO	1.		
Dated Signed Signature of AFFIANT (Officer	r of Surety Company)		· · · · · · · · · · · · · · · · · · ·
Title of AFFIANT			
STATE OF		•	
COUNTY OF			
Before me this day personally appeared	1 101		, who, being duly sworn, executed the
Affidavit and acknowledged to and before me			
	thisday of	, 19	, by AFFIANT, who is personally known to me.
Ву:			
Name:			
NOTARY PUBLIC			
Commission Expiration Date:			

(Witness)	(Business Name and Addres
	By:
(Witness)	Signature of Individual
N A PARTNERSHIP: Signed, sealed and delivered in th	e presence:
(Witness)	(Name of Partnership)
	Ву:
(Witness)	Signature of Individual
N THE PRINCIPAL IS A CORPO	ORATION:
(Corporate Seal)	(Corporate Principal)
	Business Address
	By:
(Secretary)	President
TY: ST:	
(Corporate Seal)	(Corporate Surety)
	Business Address
	By:
(Secretary)	(Surety)
Florida Resident Agent	Resident Agent's Address
Telephone Number	

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Procurement Division

South Florida Water Management District

P.O. Box 24680, West Palm Beach, FL 33416-4680

Note: If not responding, please take a moment, complete this page and fax it back to Matt Padgett, at 561-682-5388 (no cover sheet is required). Thanks very much. _

STATEMENT OF NO RESPONSERequest for Quotes No. C-12911

Recipients of this Quote may elect not to respond. The District is interested in learning the reason(s) for nonresponse. If you elect not to respond with an offer to this quote, the District requests that the reason(s) be indicated below and this form returned to:

	Fax Number: 561-687-6397
	REASONS:
1	Do not offer this product/service or an equivalent.
2.	Schedule would not permit.
3.	Insufficient time to respond to solicitation.
4.	Unable to meet specifications / scope of work.
5	Specifications "too tight" (i.e. geared to specific brand or manufacturer).
6	Specifications not clear.
7	Unable to meet bond and/or insurance requirements.
8	Other (Explanation provided below or by separate attachment.)
Explanation:	
•••••	
MENDOD N	AME.
VENDOR IN	AME:
NAME:	
147 HVIL	THEE.
ADDRESS:	
_	
TELEPHONE	E: ()DATE:
Are you a Cer	rtified Minority or Woman-owned Business Enterprise? Yes No
If Yes, Check	((✓): ☐ Hispanic, ☐ Female, ☐ Asian, ☐ Black, ☐ Native American
Cartifying A	
Certifying Ag	ency:

II-7A-2-16

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SOUTH FLORIDA WATER MANAGEMENT DISTRICT CONTRACT

THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (hereinafter referred to as DISTRICT) HEREBY ENTERS INTO THIS CONTRACT WITH: Name: Accutec, Inc.	This number must appear on all Invoices and Correspondence C-12930		
Address: 5485 NW 22 nd Ave. Ft. lauderdale, FL 33309	M/WBE Goal: 0%		
Project Manager: Harold Purrier Telephone No: (954) 486-1588 Fax No: (954) 486-5005 Hereinafter referred to as: CONTRACTOR PROJECT TITLE: Provide and Install Raw Water Intake ar	nd Pump Station at the Pahokee Water Utility		
The following Exhibits are attached hereto and made a part of Exhibit "A" - Not Applicable Exhibit "B" - General Terms and Conditions Exhibit "C" - Statement of Work Exhibit "D" - Payment and Deliverable Schedule Exhibit "E" - Not Applicable Exhibit "F" - Not Applicable Exhibit "G" - Not Applicable	f this CONTRACT: Exhibit "H" - Insurance Requirements Exhibit "I" - Not Applicable Exhibit "J" - Not Applicable Exhibit "K" - Liquidated Damages Exhibit "L" - Not Applicable Exhibit "M" - Not Applicable		
TOTAL CONTRACT AMOUNT: \$470,950.00 Multi-Year Funding (If Applicable) Fiscal Year: October 1, 2000 – September 30, 2,001 \$470,950.00 Fiscal Year: Fiscal Year:	CONTRACT TYPE: Firm Fixed Price Fiscal Year: Fiscal Year:		
CONTRACT TERM: 75 days from Letter of Intent dtd 5-10-01 District Project Manager: Zan Kugler Telephone No: (561) 682-6170 Fax No. (561) 682-6374	District Contract Administrator: Matt Padgett Telephone: (561) 682-6388 Fax No.: (561) 682-5388 or (561) 681-6275		
SUBMIT INVOICES AND NOTICES TO THE DISTRICT AT: South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 Attention: Accounts Payable-Invoices	SUBMIT NOTICES TO THE CONTRACTOR AT: Accutec, Inc. 5485 NW 22 nd Ave. Ft. Lauderdale, FL 33309 Attention: Tony Wedderburn		
IN WITNESS WHEREOF, the authorized representative hereby executes under which it is issued. ACCUTEC, INC.	s this CONTRACT on this date, and accepts all Terms and Conditions SOUTH FLORIDA WATER MANAGEMENT DISTRICT BY ITS GOVERNING BOARD		
Accepted By: Signature of Authorized Representative Title:	Accepted By: Jessica J. Flathmann, Acting Procurement Director Date: SEWMD OUTGOOD OF SOUNDS, APPROVED.		
Date:	By: Date: SFWMD PROCUREMENT APPROVED By: Date:		

EXHIBIT "C"

STATEMENT OF WORK

Note: Where the terms and conditions of EXHIBIT "B" GENERAL TERMS AND CONDITIONS and the terms and conditions of this Exhibit "C" conflict, the terms and conditions of the EXHIBIT "B" GENERAL TERMS AND CONDITIONS shall prevail.

PROVIDE AND INSTALL RAW WATER INTAKES & PUMP STATIONS (PAHOKEE UTILITY)

PART 1 - GENERAL

- 1.1 Project Description: The current Lake Okeechobee stage is far below regulation schedule and the long range predictions indicate the potential of severe drought during the year 2001 dry season. Therefore, the District is taking emergency action to assist the "at-risk" Utilities located at or near Lake Okeechobee and withdraw water for their water treatment facilities. The District intends to contract with a vendor or multiple vendors to provide labor, equipment and materials to construct a new raw water intakes and pump stations at each of the following water withdrawal sites: Clewiston, Belle Glade, Pahokee, and Okeechobee. Each of the four (4) locations shall have separate contracts. The work shall be completed, tested and operational within sixty (60) days from the notice to proceed. Each respondent to the Request for Quotes shall submit all the necessary submittals (listed on the Respondent's Information and Requirements Page). Failure to submit the listed documents and information shall be considered non-responsive and the District shall reject the Request for Quote.
- **1.2 Summary of Work:** The work involves constructing a new, raw water intake and pump station for service to the cities of Clewiston, Belle Glade, Pahokee, and Okeechobee. All work, equipment, and materials shall be in accordance with this Request for Quotes, associated drawings, and all addenda and shall be subject to all applicable local, state, and federal laws and regulations.
- **1.3 Systems to be Installed:** The following scope of services are separated by Lake Okeechobee Utility construction services site:

1.3 A. Clewiston Site

The work included in this contract consists of all labor, materials, and equipment for the construction of a new raw water intake and pump station at the city's Rim Canal backup station for service to the city's water treatment plant. The 36 inch diameter high density polyethylene, (HDPE), intake line extends approximately 30 ft. into Rim Canal. The line provides gravity flow to the pump station located at the toe of the Herbert Hoover Dike. The pump station consists of a precast reinforced concrete wetwell and valve box with

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two 4800 gpm submersible pumps driven by 140 Hp motors, associated ductile iron piping, check and gate valves. The 16 inch diameter ductile iron discharge line from the pump station shall connect to the existing supply piping to the plant. The work shall include all electrical control and power systems necessary for manual operation of the units with the manufacturer recommended safety limit switches.

All work shall be coordinated with the city's water plant superintendent and shall be in accordance with all respective City and County standard construction requirements. The Contractor shall be responsible for providing all safety barriers and warning signs to protect the public throughout the duration of the work.

The work shall be completed, tested, and operational within 60 calendar days from the date of the notice to proceed.

1.3 B. Belle Glade Site

The work included in this contract consists of all labor, materials, and equipment for the construction of a new raw water intake and pump station for service to the city's water treatment plant. The 30 inch diameter high density polyethylene, (HDPE), intake line extends approximately 40 ft. into Rim Canal. The line provides gravity flow to the pump station located at the toe of the Herbert Hoover Dike. The pump station consists of a precast reinforced concrete wetwell and valve box with two 4000 gpm submersible pumps, associated ductile iron piping, check and gate valves. The 16 inch diameter pve supply line from the pump station shall connect to the existing supply line to the plant. The pump motors shall be connected to the existing power circuit that includes the starters currently servicing the existing 200 Hp intake pumps located in the adjacent pump station. The proposed concept will allow the operation of the new intake pumps or the pumps of the existing intake from the same existing electrical power circuit.

All work shall be coordinated with the city's water plant superintendent and shall be in accordance with all respective City and County standard construction requirements. The Contractor shall be responsible for providing all safety barriers and warning signs to protect the public throughout the duration of the work.

The work shall be completed, tested, and operational within 60 calendar days from the date of the notice to proceed.

1.3 C. Pahokee Site

The work included in this contract consists of all labor, materials, and equipment for the construction of a new raw water intake and pump station for service to the city's water treatment plant. The 24 inch diameter high density polyethylene, (HDPE), intake line extends approximately 200 ft. into Lake Okeechobee. The line provides gravity flow to the pump station located at the toe of the Herbert Hoover Dike. The pump station consists of a precast reinforced concrete wetwell and valve box with two 1200 gpm submersible pumps, associated ductile iron piping, check and gate valves. The 14 inch diameter pvc

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supply line from the pump station shall connect to the existing suction line to the plant. The motor starters and panels shall be located in the treatment plant with the power and control wiring routed over the levee to the wetwell. In addition, a generator shall be installed in the plant along with new transfer switch and associated wiring. The generator shall be supplied by the District.

All work shall be coordinated with the city's water plant superintendent and shall be in accordance with all respective City and County standard construction requirements. The Contractor shall be responsible for providing all safety barriers and warning signs to protect the public throughout the duration of the work.

The work shall be completed, tested, and operational within 60 calendar days from the date of the notice to proceed.

1.3 D. Okeechobee Site

The work included in this contract consists of all labor, materials, and equipment for the construction of a new raw water intake and pump station for service to the city's water treatment plant. The 30 inch diameter high density polyethylene, (HDPE), intake line extends approximately 400 ft. into the Government Cut. The line provides gravity flow to the pump station located adjacent to the existing intake at the toe of the Herbert Hoover Dike. The pump station consists of a precast reinforced concrete wetwell and valve box with two 2800 gpm submersible pumps, associated duetile iron piping, check and gate valves. The discharge line shall connect to the existing supply line at the existing raw water pump station. The pump motors shall be connected to the existing power circuit that includes the starters currently servicing the existing intake pumps located in the adjacent pump station. The proposed concept will allow the operation of the new intake pumps or the pumps of the existing intake from the same existing electrical power circuit.

All work shall be coordinated with the city's water plant superintendent and shall be in accordance with all Okeechobee Utility Authority and Okeechobee County standard construction requirements. The Contractor shall be responsible for providing all safety barriers and warning signs to protect the public throughout the duration of the work.

The work shall be completed, tested, and operational within 60 calendar days from the date of the notice to proceed.

- **1.4 Project Schedule:** Given a notice to proceed with the work by the District, the schedule to complete the work, including start-up and testing, shall be completed at all Lake Okeechobee Utility sites within sixty (60) calendar days.
- **1.5 Pump Manufacturer's Confirmation:** The awarded contractor(s) shall require the pump manufacturer to confirm the pumps have been ordered by the contractor(s) and state an estimated delivery date to the job site(s). This information shall be submitted to the District and shall become incorporated in and become a part of the executed

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Contract(s) as an exhibit to the Contract(s).

- **1.6 System Responsibility:** The Contractor(s) shall provide and shall assume prime responsibility for a fully functional raw water intake and pump station at the work site(s) awarded to satisfy the project requirements.
- 1.7 Contractor Qualifications: At minimum, the Contractor shall be a State of Florida Certified and/or Registered and Licensed Building Contractor, and shall have all necessary licenses to do work in the county of the awarded quote, ie, Palm Beach County licenses for Belle Glade and Pahokee sites, Okeechobee County licenses for the Okeechobee site, and Hendry County licenses for the Clewiston site. The awarded Contractor(s) shall have experience with installation of similar systems to those specified in this Request for Quotes and shall verify the experience through the references required to be submitted with this Request for Quotes.
- 1.8 Liquidated Damages: The District and the respondent recognize that time is of the essence of this Contract and the respondent recognizes that the District will suffer financial loss if the work is not completed within the contract times. The District and the respondent also recognize the delay, expense and difficulties involved in proving actual delay damages (excluding engineering fees and inspection costs) suffered by the District in a legal or arbitration proceeding if the work is not completed on time. Accordingly, the respondent agrees to pay the District liquidated damages at an amount of \$500.00 per day for each calendar each day the respondent exceeds the scheduled contract completion period specified in this Request for Quotes. ALL CONSTRUCTION SHALL BE SUBSTANTIALLY COMPLETED WITHIN THE 60-DAY REQUIREMENT EXCEPT THE PUMP INSTALLATION AND SUCCESSFUL TESTING (IF THE PUMP MANUFACTURER DELAYS DELIVERY OF THE PUMPS AS VERIFIED IN ITEM 1.5 ABOVE).
- 1.9 Alternative Methods: This Statement of Work is conceptual in design. Respondents may submit alternative offers of work/specification for the District to consider that accomplishes the work required in this Request for Quotes. The District reserves to right to accept or reject any quote (offer) that the District determines does not meet the project requirement(s) at the sole discretion of the District if to do so is in the District's best interest.
- 1.10 Payment, Terms, and Deliverable Schedule: The District shall pay the invoice amount for the work completed and tested within the contract times and accepted by the District. Terms of the invoice payment shall be Net 30 Days (or less percentage discount within 10 days) from work and material acceptance by the District (unless an early payment discount is mutually agreed to by the contractor and the District). See Exhibit "D-1", Request for Quotes Pricing Page and Letter of Scope/Price Change Approved by District Engineer, Z.Kugler).

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EXHIBIT "D"

PAYMENT AND DELIVERABLE SCHEDULE

Accutec, Inc. Document Reference: Request for Quotes #C-12911 (04/11/01)

Contract total amount: \$470,950.00

Composed of: \$465,000.00 Quote Price \$ 100.00 Indemnification \$ 5,850.00 Scope/Price Change

Total: \$470,950.00

Payment Terms

Accutec, Inc. shall receive payment for all construction services accepted and approved by the District's Project Manager that meet the Statement of Work in the Request for Quotes, C-12911 and associated drawings at the unit prices stated in the Exhibits, "D-1" Pricing Page and Letters of Scope/Price change made a part of this Contract.

Provide Construction Services

Accutec, Inc. shall provide and install the raw water intake and pump station as specified in this Contract and related drawings within the 75-day agreed to time period.

Page 1 of 1, EXHIBIT "D", C-12930

EXHIBIT "H"

COMMON LAW PERFORMANCE BOND

BY THIS BOND, know that Business Address, hereinafter Surety Phone Number	as Princip	al, herewith called CONTRACT	TOR,
hereinafter , hereinafter	called SURETY Surety Address	none	, and, a
Surety Phone Number DISTRICT, in the amount of themselves, their heirs, personal rep written CONTRACT entered into b	Dollars (\$) for payment of which (prs. successors and assigns, joint	ONTRACTOR and SURFTY bind
Contract Number:	C-12930		
Contract Title:	Provide and Install Raw Water	Intakes & Pump Stations	
General Description of Project:	Provide and install raw water in	takes and pump stations at the	ne Pahokee Utility site.
THE CONDITION OF THIS BON	D is that if the CONTRACTOR:		
Pays DISTRICT and all other CONTRACT; and	nages (direct and consequential includings, that DISTRICT sustains becare amounts due DISTRICT by CON	iding delay and liquidated dama use of a default by CONTRAC VTRACTOR because of a defa	TOR under the CONTRACT; and ault by CONTRACTOR under the
4. Performs the guarantee of all w	ork and materials furnished under th	e CONTRACT for the time spe	cified in the CONTRACT;
THEN THIS BOND IS VOID, OT	HERWISE, IT REMAINS IN FULL	FORCE.	
Any changes in or under the Contra the changes, do not affect the Surety by the Owner. Any suit under this under Florida Statutes. IN WITNESS WHEREOF, this inst Legal Form Approved:	y's obligation under this bond. Surer bond must be initiated before the ex-	y hereby waives notice of any a expiration of the limitation perio	alteration or extension of time made ad applicable to common law bonds
WHEN THE PRINCIPAL IS AN II Signed, sealed and delivered in the p			
$\mathbf{R}_{\mathbf{V}'}$	D.,,		
By:(Witness)	Бу	Individual Principal	
WHEN THE PRINCIPAL OPERA			
Signed, sealed and delivered in the p	presence of:		
By:(Witness)	By:	Signature of Individual	
		Signature of Individual	
By:(Witness)			
(Witness)			

WHEN A PARTNERSHIP:			
Signed, sealed and delivered in the presence of:			
Rv∙		D.,,	
By:(Witness)		Бу:	Partner
By:(Witness)			
WHEN THE PRINCIPAL IS A CORPORATION ATTEST:	ON:		
(Corporate Seal)			
		Bv:	
(Type Corporate Principal Name)		27	President
By:(Secretary)			
(Secretary)			
SURETY:			
ATTEST:			
(Surety Seal)			
		Ву:	
(Type Corporate Surety Name)			SURETY
Ву:			
(Secretary)			(Type Florida Resident's Name)
Ву:			
Florida Resident Agent			
ATTORNEY-IN-FACT			
_			
Ву:	<u> </u>	Name _	
(Type)			

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached.

NOTE 3: Surety shall include evidence that Agent is licensed in Florida.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

The Common Law Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

EXHIBIT "H"

STATUTORY PAYMENT BOND

BY THIS BOND, know that, Business I hereinafter called SURETY, Surety are bound to South Florida West	a	s Principal, herewith c	alled CONTRACTOR, Bu	siness Address
, Business I	Phone	, and	, as	
hereinafter called SURETY, Surety	Address	, Suret	y Phone Number	
are bound to South Florida Water Dollars (\$) for paym representatives, executors, administ CONTRACT entered into by CONT	ent of which CONTRAG strators, successors and	as Obligee, herein CTOR and SURETY assigns, jointly and	bind themselves, their bind	the amount of heirs, personal
Contract Number: C-Contract Title: Progeneral Description of Project: Progeneral Description Descrip	12930			
Contract Title: Pro	ovide and Install Raw Wat	er Intakes & Pump Sta	tions	
General Description of Project: Pro	ovide and install raw water	intakes and pump stat	ions at the Pahokee Utility	site.
THE CONDITION OF THIS BONE	is that if the CONTRAC	ΓOR:		
Promptly makes payments to all clai labor, material, or supplies, used direcontract;	imants as defined in Section ectly or indirectly by CON	on 255.05(1), Florida STRACTOR in the pro	Statutes, supplying CONTF osecution of the work prov	RACTOR with rided for in the
THEN THIS BOND IS VOID, OTH	ERWISE, IT REMAINS	N FULL FORCE.		
Any changes in or under the Contra CONTRACT or with the changes, alteration or extension of time made	do not affect Surety's ob	liance or noncomplian ligation under this bo	nce with formalities, conne nd. Surety hereby waives	ected with the notice of any
Claimants must comply with notice against the CONTRACTOR or Sure the delivery of the materials or suppl	ty under this bond after or	fection 255.05(2), Flor ne (1) year from the p	ida Statutes. No action sha erformance of the labor or	all be instituted completion of
IN WITNESS WHEREOF, this instr	rument is executed this the	day of	, 1	19
WHEN THE PRINCIPAL IS AN IN Signed, sealed and delivered in the principal control of the princip				
By:(Witness)	By:	·		
(Witness)		(Individual Princi	nal)	

Ву:	Ву:
(Witness)	By: Signature of Individual
Зу:	
(Witness)	
WHEN A PARTNERSHIP: Signed, sealed and delivered in the presence of:	
By:(Witness)	By:
(Witness)	By: Partner
3y:	
(Witness)	
WHEN THE PRINCIPAL IS A CORPORATION: ATTEST: Corporate Seal)	
	By: President
Type Corporate Principal Name)	President
By:(Secretary)	
(Secretary)	
SURETY: ATTEST:	
(Surety Seal)	Ву:
(Type Corporate Surety Name)	SURETY
l tr	
3y:(Secretary)	(Type Florida Resident's Name)
	(-),,
By:Florida Resident Agent	Florida Agent's Business Telephone Number
ATTORNEY-IN-FACT	
D	v
(Type)	Name
NOTE 1: Surety shall provide evidence of signature aut NOTE 2: If both the Principal and Surety are Corporati	ons, the respective Corporate Seals shall be affixed and attached must appear on the Treasury Department's most current list (Circular
670 as amended) and be authorized to transact business ATTACH a certified copy of Power-of-Attorney appoon behalf of Surety.	in the State of Florida. inting individual Attorney-in-Fact for execution of Performance Bond
•	ry Payment Bond and the covered amounts of each are separate and